Proceedings
of the
County Board
of
McLean County,
Illinois

November 20, 2018

Subject to approval at December 18, 2018 County Board Meeting



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#### November 20, 2018

The McLean County Board met on Tuesday November 20, 2018 at 9: 00 am in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois. Member McIntyre led the invocation followed by the Pledge Allegiance and the Roll Call.

#### The Following Members answered to roll call:

Members, Susan Schafer, Ryan Scritchlow, Paul Segobiano, David Selzer, James Soeldner, George Wendt, Laurie Wollrab, Josh Barnett, Jacob Beard, Mark Johnson, William Caisley, Don Cavallini, Chuck Erickson, Randall Martin, Catherine Metsker, Scott Murphy, Erik Rankin, Carlo Robustelli and Chairman John McIntyre.

(19 Members present 1 absent)

Member Gordon was absent

Member Wendt participated remotely

Chairman McIntyre approached the podium and presented the Resolutions of Congratulations and Commendations for the following Board Members:

- 1. Ryan Scritchlow
- 2. Mark Johnson
- 3. Erick Rankin
- 4. Don Cavallini
- 5. David Selzer
- 6. Paul Segobiano

(refer to audio and video for comment at: https://www.mcleancountyil.gov/ArchiveCenter/ViewFile/Item/6291)

**CONSENT AGENDA:** Member Segobiano and Member Caisley seconded.

#### STANDING COMMITTEES:

- A. **EXECUTIVE COMMITTEE**: Chairman Soeldner 5 action items
- B. FINANCE COMMITTEE: Member Selzer, 2 action item.

- C. HEALTH COMMITTEE: Member Schafer -2 action items.
- D. LAND USE COMMITTEE: Member Erickson- 1 action item.
- E. TRANSPORTATION COMMITTEE: Member Caisley 1 action item.
- F. PROPERTY COMMITTEE: Member Segobiano 1 action item.
- **G. JUSTICE COMMITTEE:** Member Gordon 5 action items.

**COUNTY ADMINISTRATOR** – Administrator Wasson- no action items

#### OTHER BUSINESS AND COMMUNICATION:

Chairman McIntyre announced immediately following the meeting there will be a Ribbon Cutting Ceremony for the Law & Justice Center Expansion Project.

Meeting adjourned at 10:01 am

1. Consent Agenda:

- A. Approval of the Proceedings of the County Board: October 16, 2018
- B. County Highway Department Jerry Stokes, County Engineer
  - 1) Request approval of 2019 Motor Fuel Tax Maintenance Resolution & Estimate of Cost
  - 2) Request approval of Quit Claim Deed to the City of Lexington
- C. Building and Zoning Phil Dick, Director
  - 1) Zoning Cases:
    - a) Approve the request of AES DE DevCo NC, LLC by AES Distributed Energy, Inc., in case ZA-18-04 on parcel 21-20-200-003. It is requesting a zoning map amendment to change the zoning classification from R-1 Single Family Residence District to the Agriculture District on property in Bloomington Township immediately southwest of the intersection of South Morris Ave. and Brigham School Rd.
    - b) Approve the request of Nick Anderson in case SU-18-25 on parcels 28-26-151-004, 28-26-151-005, 28-26-176-002, 28-26-176-003, 28-26-176-004 & 28-26-176-005. He is requesting a special use to allow an Agricultural Tourism Facility in the Agriculture District on property in Randolph Township at 3637 N 1600 East Rd., Heyworth, IL.

2) Subdivision Cases:

- a) Approve the application of Amie Brown, in case S-18-13. She is requesting a waiver of preliminary plan requirements and a two-lot subdivision final plat for the Amie Brown Subdivision located in Money Creek Township at 19445 E 2200 North Rd. & 19431 E 2200 North Rd., Towanda, IL.
- D. Transfer Ordinances 2018 (requires 2/3 County Board approval pursuant to 55/LCS 5/6-1003)
- E. Other Resolutions, Contracts, Leases, Agreements, Motions

1) Property Committee

- a) Request approval of a Lease Agreement between the County of McLean and Veterans Assistance Commission for office space located on the fourth floor of 200 W. Front Street, Bloomington, IL building.
- b) Request approval of a Lease Agreement between the County of McLean and the Children's Advocacy Center for office space on the fifth floor of the 200 W. Front Street, Bloomington, IL building.
- c) Resolution authorizing Chairman to sign a contract for the electrical supply for all McLean County Facilities

2) Health Committee

- a) Request approval of Nursing Home 2019 Private Pay Rate
- b) Request approval of Contract for Food Services at the Nursing Home
- F. Chairman's Appointments with the Advice and Consent of the County Board:
  - 1) APPOINTMENTS and REAPPOINTMENTS
    - a) APPOINTMENTS

#### **REGIONAL PLANNING**

Dr. Kelly Pyle 1085 Harmony Way Bloomington, IL 61704 (complete three year term of Joseph Cleary to expire on December 31, 2019)

#### McLEAN COUNTY EXTENSION BOARD

Mr. Scott Murphy 19579 Crowns Point Downs, IL 61736 (One year term to expire on November 30, 2019)

#### b) REAPPOINTMENTS

#### LAW AND JUSTICE COMMISSION MOBILE TEAM UNIT #8 DISTRICT

George Gordon 2 Kent Drive Normal, IL 61761 (One year term to expire November 30, 2019)

#### MCLEAN COUNTY EXTENSION BOARD

Catherine Metsker 20645 North 825 East Road Carlock, IL 61725 (One year term to expire November 30, 2019)

#### MCLEAN COUNTY EXTENSION BOARD

Jim Soeldner 201 S. Main, PO Box 58 Ellsworth, IL 61737-0058 (One year term to expire November 30, 2019)

#### PLEASANT HILLS CEMETERY ASSOCIATION

James Morrison 502 E. South St. Lexington, IL 61753 (Six year term to expire November 1, 2024)

#### PUBLIC AID COMMITTEE

Patricia K. Tilton 6381 E. 535 North Rd. McLean, IL 61754 (Two year term to expire November 30, 2020)

#### PUBLIC AID COMMITTEE

Linda McLaughlin 29574 E. 325 N. Rd. LeRoy, IL 61752 (Two year term to expire November 30, 2020)

- G. Approval of Resolutions of Congratulations and Commendations
  - 1) Ryan Scritchlow
  - 2) Mark Johnson
  - 3) Erik Rankin
  - 4) Don Cavallini
  - 5) David Selzer
  - 6) Paul Segobiano
  - 7) Items to be Presented for Action:
    - a) Request Approval of Agreement for Storm Water Education Program Services with Ecology Action Center
  - 8) Items to be Presented for Information:
    - a) General Report
    - b) Other

#### H. PROPERTY COMMITTEE

- 1) Items to be Presented for Action:
  - a) Request approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2018 Combined Annual Appropriation and Budget Ordinance for the Facilities Maintenance Department 0041. (requires 2/3 County Board approval pursuant to 55ILCS 5/6-1003)
- 2) Items to be Presented for Information:
  - a) General Report
  - b) Other

#### I. JUSTICE COMMITTEE

- 1) Items to be Presented for Action:
  - a) Request approval of FY 19 Appellate Prosecutor's Contract
  - b) Request approval of Agreement with National Center for State Courts for Adult Redeploy Illinois Program
  - c) Request approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2018 Combined Annual Appropriation and Budget Ordinance for Fund 0103 Veteran's Court in the Court Services Department 0022 (requires 2/3 County Board approval pursuant to 55ILCS 5/6-1003)
  - d) Request approval of an Intergovernmental Agreement between the City of Bloomington and the County of McLean Regulating the use by the County of McLean of the Police Shooting Range Facility of the City of Bloomington
  - e) Request approval of an agreement with the Illinois State Police for forensic services
- 2) Items to be Presented for Information:
  - a) General Report
  - b) Other
- J. COUNTY ADMINISTRATOR

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#### STATE OF ILLINOIS **COUNTY OF McLEAN**

#### A RESOLUTION FOR REAPPOINTMENT OF CATHERINE METSKER AS A MEMBER OF THE MCLEAN COUNTY EXTENSION BOARD

WHEREAS, due to the expiration of term of Catherine Metsker as a member of the McLean County Extension Board, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Chapter 505, Illinois Compiled Statutes, Section 45/7 has the responsibility to fill a oneyear term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the re-appointment of Catherine Metsker as a member of the McLean County Extension Board for a one-year term due to expire on November 30, 2019, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Catherine Metsker, the McLean County Extension Board. the County Clerk, the County Auditor and the County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 20th day of November, 2018.

APPROVED:

John D. McIntyre Chair

McLean County Board

ATTEST:

Kathy Michael, Clerk of the County Board of

the County of McLean, Illinois

### STATE OF ILLINOIS COUNTY OF McLEAN

# A RESOLUTION FOR REAPPOINTMENT OF JIM SOELDNER AS A MEMBER OF THE MCLEAN COUNTY EXTENSION BOARD

**WHEREAS**, due to the expiration of term of Jim Soeldner as a member of the McLean County Extension Board, it is advisable to consider an appointment or reappointment to this position; and,

**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of Chapter 505, <u>Illinois Compiled Statutes</u>, Section 45/7 has the responsibility to fill a one-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

**BE IT RESOLVED** that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Jim Soeldner as a member of the McLean County Extension Board for a one-year term due to expire on November 30, 2019, or until a successor shall have been qualified and appointed.

**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Reappointment to Jim Soeldner, the McLean County Extension Board, the County Clerk, the County Auditor and the County Administrator's Office.

**ADOPTED** by the County Board of McLean County, Illinois, this 20<sup>th</sup> day of November, 2018.

**APPROVED:** 

John D. McIntyre, Chairman

McLean County Board

ATTEST:

Kathy Michael, Clerk of the County Board of the County of McLean, Illinois

#### STATE OF ILLINOIS **COUNTY OF McLEAN**

#### A RESOLUTION FOR REAPPOINTMENT OF GEORGE GORDON AS A MEMBER OF THE LAW AND JUSTICE COMMISSION MOBILE TEAM UNIT #8

WHEREAS, due to the expiration of term of George Gordon as a member of the Law and Justice Commission Mobile Team Unit #8 District, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 50 Illinois Compiled Statutes Section 720/1 has the responsibility to fill a one-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of George Gordon as a member of the Law and Justice Commission Mobile Team Unit #8 District for a one-year term due to expire on November 30, 2019, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to George Gordon, as well as the Sheriff's Department, County Auditor, County Clerk and County Administrator.

ADOPTED by the County Board of McLean County, Illinois, this 20<sup>th</sup> day of November 2018.

APPROVED:

John D. McIntyre, Chairman

McLean County Board

ATTEST:

Kathy Michael, Clerk of the County Board of the County of McLean, Illinois

#### STATE OF ILLINOIS COUNTY OF McLEAN

#### A RESOLUTION OF REAPPOINTMENT OF PATRICIA K. TILTON AS A COMMISSIONER OF THE PUBLIC AID COMMITTEE

WHEREAS, due to the expiration of term on November 30, 2018, of Patricia K. Tilton on the Public Aid Committee, it is advisable to consider an appointment or reappointment to this position; and

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 305, 5/11-8, has the responsibility to fill a two-year term by appointment, or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Patricia K. Tilton as a Commissioner of the Public Aid Committee for a two-year term scheduled to expire on November 30, 2020, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this Resolution of Reappointment to Patricia K. Tilton, as well as the County Clerk, County Auditor and County Administrator.

ADOPTED by the County Board of McLean, County, Illinois this 20th day of November, 2018.

APPROVED:

John D. McIntyre Chairman

McLean County Board

ATTEST:

Kathy Michael, Clerk of the County Board of the County of McLean, Illinois

STATE OF ILLINOIS	)
COUNTY OF McLEAN	)

# A RESOLUTION FOR APPOINTMENT OF DR. KELLY PYLE AS A MEMBER OF THE REGIONAL PLANNING COMMISSION

WHEREAS, due to the resignation of Joseph Cleary as a member of the Regional Planning Commission, it is advisable to consider an appointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of <u>Illinois Compiled Statutes</u>, Chapter 70, Section 2705/4, has the responsibility to fill a three year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Dr. Kelly Pyle as a member of the Regional Planning Commission to complete the three year term of Joseph Cleary scheduled to expire on December 31, 2019, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of Appointment to Dr. Kelly Pyle and the Director of the McLean County Regional Planning Commission, as well as the County Clerk, County Auditor and the County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 20<sup>th</sup> day of November, 2018.

APPROVED:

John D. McIntyre, Chairman

McLean County Board

ATTEST:

Kathy Michael, Clerk of the County Board McLean County

### STATE OF ILLINOIS COUNTY OF McLEAN

## A RESOLUTION OF REAPPOINTMENT OF LINDA McLAUGHLIN AS A COMMISSIONER OF THE PUBLIC AID COMMITTEE

WHEREAS, due to the expiration of term of Linda McLaughlin as Commissioner of the Public Aid Committee it is advisable to consider an appointment or reappointment to this position; and

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 305, 5/11-8, has the responsibility to fill a two-year term by appointment, or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Linda McLaughlin as a Commissioner of the Public Aid Committee for a two year term scheduled to expire on November 30, 2020, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this Resolution of Reappointment to Linda McLaughlin, as well as the County Clerk, County Auditor and County Administrator.

ADOPTED by the County Board of McLean, County, Illinois this 20<sup>th</sup> day of November, 2018.

APPROVED:

John D. Mclatyre, Chairman

McLean County Board

ATTEST:

Kathy Michael, Clerk of the County Board of the County of McLean, Illinois

### STATE OF ILLINOIS COUNTY OF McLEAN

# A RESOLUTION FOR APPOINTMENT OF SCOTT MURPHY AS A MEMBER OF THE MCLEAN COUNTY EXTENSION BOARD

**WHEREAS**, due to the expiration of term of Don Cavallini as a member of the McLean County Extension Board, it is advisable to consider an appointment or reappointment to this position; and,

**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of Chapter 505, <u>Illinois Compiled Statutes</u>, Section 45/7 has the responsibility to fill a one-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

**BE IT RESOLVED** that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Scott Murphy as a member of the McLean County Extension Board for a one-year term due to expire on November 30, 2019, or until a successor shall have been qualified and appointed.

**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Appointment to Scott Murphy, the McLean County Extension Board, the County Clerk, County Auditor and County Administrator's Office.

**ADOPTED** by the County Board of McLean County, Illinois, this 20<sup>th</sup> day of November, 2018.

**APPROVED:** 

John D. McIntyre, Chair

McLean County Board

ATTEST:

Kathy Michael, Clerk of the County Board of the County of McLean, Illinois

#### STATE OF ILLINOIS **COUNTY OF McLEAN**

#### A RESOLUTION OF REAPPOINTMENT OF JAMES MORRISON AS A TRUSTEE OF THE PLEASANT. HILLS CEMETERY ASSOCIATION

WHEREAS, due to the expiration of term on November 1, 2018, of James Morrison, on the Board of Trustees of the Pleasant Hills Cemetery Association, it is advisable to consider an appointment or reappointment to this position; and

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore.

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of James Morrison as a Trustee of the Pleasant Hills Cemetery Association for a six-year term to expire on November 1, 2024, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this Resolution of Reappointment to James Morrison, the County Clerk, the County Auditor and the County Administrator.

ADOPTED by the County Board of McLean, Illinois this 20th day of November, 2018.

APPROVED:

John D. McIntyre, Chairman

McLean County Board

ATTEST:

Kathy Michael, Clerk of the County Board of the County of McLean, Illinois



#### HIGHWAY DEPARTMENT

102 S Towanda Barnes Road Bloomington, IL 61705 (309) 663-9445 Phone (309) 662-8038 FAX highway@mcleancountyil.gov

DATE:

October 29, 2018

TO:

Chairman Caisley and Members of the McLean County Board Transportation

Committee

FROM:

Jerry Stokes, County Engineer

### 2019 MFT County Maintenance Resolution and Estimate of Maintenance Cost

#### Recommended Action:

The Highway Department recommends approval of the 2019 MFT County Maintenance Resolution and Estimate of Maintenance Cost.

#### Background:

This resolution appropriates the Motor Fuel Tax (MFT) funds for maintenance of the County Highway System during the 2019 calendar year. The Estimate of Cost sets up different groups of maintenance work to be performed and the estimated quantities, unit costs and funds to be used in each group. These groups include oil & chip work, shoulder maintenance, salt, signs and posts, paint and other items along with labor of certain maintenance operations.



#### Resolution for Maintenance Under the Illinois Highway Code



		Resolution Number	Resolution Typ	OCCIOITI	Number
			Original	19-000	00-00-GM
		127			
Gove	Board erning Body Type		of the	County Public Agency Type	of
ounty					
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urpose of maintai	ining streets an	d higḥways under th	e applicable provis	ions of Illinois Hig	hway Code from
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at only those ope d estimates appro ied above.	erations as listed eved in connecti	d and described on ion with this resoluti	the approved Estimon, are eligible for r	nate of Maintenand maintenance with	ce Costs, Motor Fuel Tax
nat	County	of	McLe	ean County	
after the end of the certified stateme	ne maintenance nt showing exp	period as stated ab	ove, to the Departr	ment of Transporta	ation, on forms rized for
at the Clerk is he ion.				this resolution to t	he district office
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		County	Clerk in and for sa	aid Co	ounty
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BLR 14220 (Rev. 03/13/17)



## County or Township Estimate of Maintenance Cost



\$2,015,080.00

Submittal Type Original Maintenance Period Ending Section Beginning County Road District 19-00000-00-GM 01/01/19 12/31/19 McLean **Estimated Costs** Other Funds MFT Funds Maintenance \$691,200.00 \$691,200.00 (Equipment ⊠ Labor ⊠) Day Labor/Labor & Equipment \$1,318,880.00 \$1,318,880.00 Day Labor Materials\* Contract \$2,010,080.00 \$2,010,080.00 **Estimated Maintenance Total** Maintenance Engineering \$5,000.00 \$5,000.00 Maintenance Engineering **Material Testing** Advertising **Bridge Inspection Engineering** \$5,000.00 \$5,000.00 Estimated Maintenance Engineering Total

Totals

\$2,015,080.00

**Day Labor Operations** 

<sup>\*</sup>List Materials for Day Labor Maintenance Operations

-	T		Materia				
Maintenance Operation	Maint Eng Group No	Material Categories/Point of Delivery	Unit	Quantity	Estimated Unit Price		Cost
Group 2 - Seal Coat	IIB	Bit Matls CRS-2 (On Road)	Gallon	115,000.00	\$2.60	\$	299,000.00
Sloup 2 - Geal Coat	110	Bit Matls HFP (On Road)	Gallon	25,000.00	\$2.90	\$	72,500.00
		Bit Matls PG 52-28 (On Road)	Gallon	5,000.00	\$3.00	\$	15,000.00
		Seal Ct Agg CA-15/16 (Furn & Spread)	Ton	5,000.00	\$45.00	\$	225,000.00
-		Seal Ct Agg CA-15/16 (Load & Spread)	Sq Yd	60,000.00	\$0.30	\$	18,000.00
		Bit Matls Fog Coat	Sq Yd	65,000.00	\$0.30	\$	19,500.00
14							
Group 3 - Chipping	Ш	Seal Ct Agg CA-15/16 (On Truck)	Ton	750.00	\$12.00	\$	9,000.00
Group 3A - Double Wash	111	Seal Ct Agg CA-15/16 (On Truck)	Ton	500.00	\$14.00	\$	7,000.00
Group 4 - Agg Shld & Surf	Ш	CA-6/10 (On Truck)	Ton	10,250.00	\$11.50	\$	117,875.00
Group 4A - Agg Shid & Surf	IIB	Bit Milling CA-6/10 (On Truck)	Ton	1,000	\$10.00	_	\$10,000.00
Group 11 - Signage	IIB	Reflective Signs (FOB County Shed)	Each	400	\$50.00	\$	20,000.00
Group 11A - Signage	IIB	Delineators (FOB County Shed)	Each	800	\$25.00	\$	20,000.00
Group 11B - Signage	IIA	Reflective Marking Tape	Each	15	\$925.00	\$	13,875.00
						_	
Group 12 - Sign Supports	IIB	Posts (FOB County Shed) Wood & Steel	Each	500	\$40.00	\$	20,000.00
	IID	Sool Ct Ago CA 15/16 (EOR)	Ton	500	\$20.00		\$10,000.00
Group 14 - Chipping	IIB	Seal Ct Agg CA-15/16 (FOB)	1011		721(02		*
	111	HFE (On truck)	Gallon	5,000	\$2.00		\$10,000.00
Group 17- Bit Materials	111	HE (OILITOCK)	Canon	0,000			
2 48 toe Central	1	Bulk Rock Salt (FOB County Shed)	Ton	4,200.00	\$52.00	\$	218,400.00
Group 18 - Ice Control		bulk from out (1 ob obtain) ones	Do Toniu				
Group 24 - Crack Filler	IIB	Rubberized Crack Filler (FOB)	Lbs	20,000	\$0.65	-	\$13,000.00
			l bo	114,000	\$0.320	\$	36,480.00
Group 26 - Pavement Marking	1	Glass Beads (FOB County Shed)	Lbs	114,000	\$0.520	Ψ.	50,400.00
		White Paint (FOB County Shed)	Gal	12,500	\$8.00	\$	100,000.00
Group 27W - Pavement Marking		Yellow Paint (FOB County Shed)	Gal	7,500	\$8.00	\$	60,000.00
Group 27Y - Pavement Marking		Tellow Pallit (FOB County Shed)					
Group 35 - Garage Heating	1	Natural Gas (FOB County Shed)	Therm	5,000	\$0.85	\$	4,250.00
Group 55 - Garage Heating	<u> </u>	Total Materials				\$*	,318,880.00
Labor							
Group 4C - Agg Shoulder Maint		Shid Maint Labor (Pull In)	Hrs	800	\$27.05	\$	21,640.00
Group 11C - Traf Control Maint -		Traffic Cont Maint Labor	Hrs	4,280	\$26.08	\$	111,622.40
Group 15 - Roadside Maint		Mowing Labor .	Hrs	640	\$28.13	\$	18,003.20
Group 24A - Crack Filler Maint		Crack Filling Labor	Hrs	900	\$14.14	\$	12,726.00
Group 26A - Pvmt Marking Maint		Pvmt Marking Maint Labor	Hrs	1,320	\$24.03	\$	31,719.60
						_	1
Group 21 - Equipment Rental		Group 18B - Snow Plowing	Hrs	4,000	\$84.00	\$	336,000.00
		Group 15 - Mowing	Hrs	300	\$63.00	\$	18,900.00
		Group 26A - Painting	Hrs	350	\$78.00	\$	27,300.00
		Group 4B - Spread Agg Shoulders	Hrs	1,400	\$57.30	\$	80,220.00
(Only Use \$425,000 in GR 21)		Group 4C - Agg Shoulders (Pull In)	Hrs	500	\$57.25	\$	28,625.00
		Group 11C - Sign Maintenance	Hrs	960	\$111.00	\$	106,560.00
		Group 24A - Crack Filling .	Hrs	100	\$35.00	\$	3,500.00
Group 36 - Maint Supervision		Maintenance Supervision	Hrs	2,080	\$33.89	\$	70,487.46
Group 50 - Intaint Gapervision		Total Labor / Equipment				\$	867,303.66
-				425,000			
	1	Total Material Cost:				\$	2,186,183.66

Tilgriway Commissioner	Date		
		APPROVED	
Supp.		Regional Engineer	
County Engineer/Superintendent of Highways	Date	Department of Transportation	Date
Jung Staken	10/29/2018	AGREEMENT OF UNDERSTANDING	10/29/18



#### HIGHWAY DEPARTMENT

102 S Towanda Barnes Road Bloomington, IL 61705 (309) 663-9445 Phone (309) 662-8038 FAX highway@mcleancountyil.gov

DATE:

October 29, 2018

TO:

Chairman Caisley and Members of the McLean County Board Transportation

Committee

FROM:

Jerry Stokes, County Engineer

#### **Quitclaim Deed to City of Lexington**

#### Recommended Action:

The Highway Department recommends approval of the Quitclaim Deed to the City of Lexington.

#### Background:

The City of Lexington requested the Highway Department to convey some right-of-way to facilitate development along PJ Keller Highway. The conveyance will allow the County's right-of-way to be more parallel with the PJ Keller and square up the proposed lot for development.

Owner

County of McLean

Address

115 E. Washington St.

P.O. Box 2400

Bloomington, IL 61702-2400 P.J. Keller Highway (CH 8)

FAS 473

County

Route

McLean

### QUITCLAIM DEED (Governmental Entity)

County of McLean, (Grantor) a Body Corporate and Politic, duly organized and existing under the laws of the State of Illinois and duly authorized to transact business under the Statutes of the State of Illinois, for good and valuable consideration, and pursuant to the provisions of 55 ILCS 5/5-1005-2, conveys and quitclaims to the City of Lexington (Grantee), McLean County, State of Illinois, all existing legal and equitable rights of the Grantor, including without limitation, any after-acquired title, in and to the following described real estate, to wit:

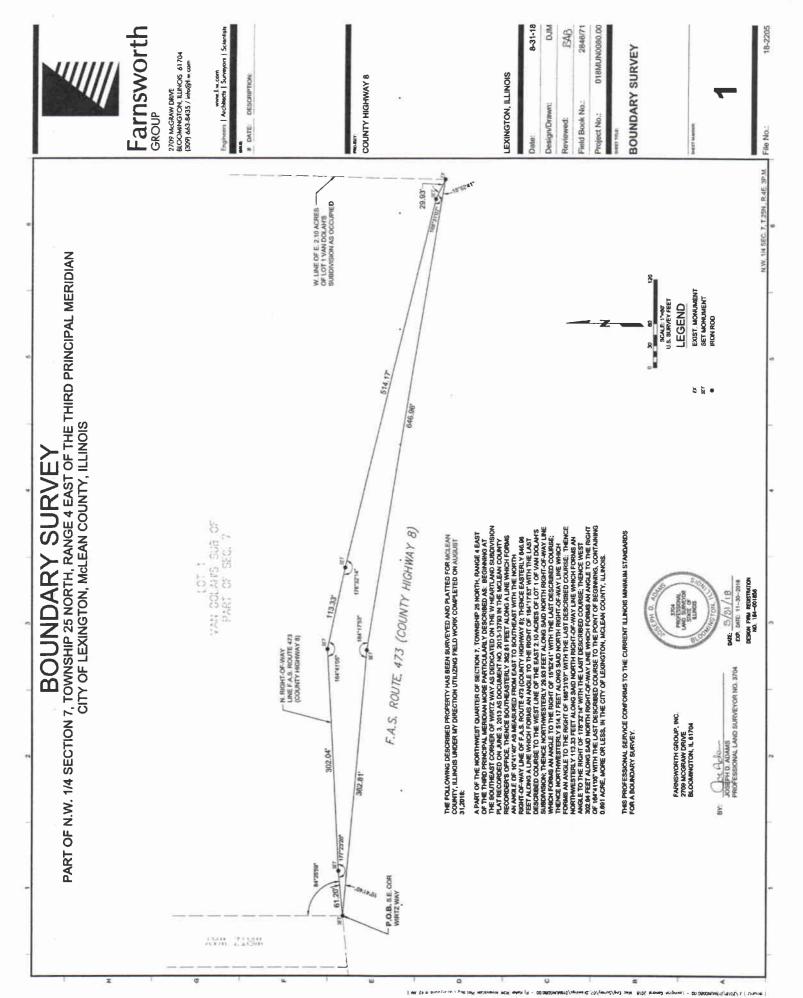
See attached legal description.

Situated in the County of McLean, State of Illinois.

Grantor, without limiting the interest above granted and conveyed does hereby acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, any diminution in value to any remaining property of the Grantor. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Dated this 20th day of November, 2018.

					Coun	ty of McLea	in
ATTEST:			*	Ву:	John	Signature  D. McIntyre	
ATTEST.					001111	D. Monney.	
By:	Signature		<del>-</del> );				
	Print Name and Title		= ,				
State of	Illinois	) ) ss					
County of	McLean	)	34				
(SEAL)							
, ,					No	otary Public	
			My Cor	nmissi	ion Expires:		
Exempt u	nder 35 ILCS 200/31-45(b	), Real	Estate T	ransfe	er Tax Law.		
Da	ite			Buyer	, Seller or Ro	epresentativ	/e
This instru	ument was prepared by ar , mail this instrument to:	nd after					
102 S. To	County Highway Departme wanda-Barnes Road ton. IL 61705	ent					



## ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE McLEAN COUNTY ZONING ORDINANCE

WHEREAS, an application has been made for an amendment to the McLean County Zoning District Map requesting that the zoning district classification be changed from its present classification of R-1 Single Family Residence District to the Agriculture District on a 40-acre property which is located in the northeast ¼ of Section 20, Township 23N, Range 2E of the 3rd PM, and is located in Bloomington Township immediately southwest of the intersection of South Morris Avenue and Brigham School Road; and

WHEREAS, the McLean County Zoning Board of Appeals held a public hearing on said application under Case No. ZA-18-04 according to law; and

WHEREAS, the McLean County Zoning Board of Appeals has found that the proposed amendment meets all the standards set forth in Section 350-21.F (Standards for Map Amendments) of the McLean County Zoning Ordinance; and

WHEREAS, the proposed amendment is in the public interest and is consistent with the purpose and intent of the McLean County Zoning Ordinance; now, therefore,

BE IT ORDAINED that the McLean County Zoning District Map be and hereby is amended to change the zoning classification of the aforedescribed real estate from a classification of R-1 Single Family Residence District to the Agriculture District.

Adopted by the County Board of McLean County, Illinois this 20th day of November 2018

ATTEST:		APPROVED:	
	( <b>*</b> )		
Kathy Michael, County Clerk		John McIntyre, Chair	
McLean County, Illinois		McLean County Board	

### FINDINGS OF FACT AND RECOMMENDATION . OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of AES DE DevCo NC, LLC by AES Distributed Energy, Inc., in case ZA-18-04 on parcel 21-20-200-003. It is requesting a zoning map amendment to change the zoning classification from R-1 Single Family Residence District to the Agriculture District on property in the NE ¼ of Section 20, TWP 23N, Range 2E of the 3<sup>rd</sup> PM, and is located in Bloomington Township immediately southwest of the intersection of South Morris Avenue and Brigham School Road.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on November 6, 2018 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The 40-acre property is gently sloping, drains to the south and is in crop production. The property has approximately 1,600 feet of frontage on the west side of South Morris Avenue, an asphalt road 21 feet in width.

**SURROUNDING ZONING AND LAND USE** - The property is surrounded by land in the R-1 Single Family Residence District that is used for crop production.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards listed in Section 350-21.F (Standards for Map Amendments) of the McLean County Code.

- classifications in the area and appropriate trends of development in the general area, giving due consideration to dominant uses. This standard is met. The property has been in crop production for many years and is surrounded by land in crop production. The property is across Morris Avenue from the City of Bloomington. A communication from the City of Bloomington Department of Community Development indicates that rezoning the subject property to the Agriculture District is consistent with the newly adopted Comprehensive Plan 2035. The communication indicates that according to the Plan, this area is unlikely to be used for residential uses, that these areas typically do not have access to utilities, and the site's current zoning does not reflect the future outlook for the area. The subject property has had its existing zoning classification since zoning was established in 1966. Intergovernmental staff reviewed this proposed rezoning and found it consistent with the 2009 McLean County Regional Comprehensive Plan as well as the City of Bloomington Comprehensive Plan adopted in 2015.
- 2. The proposed zoning classifications are appropriate as it relates to the physical characteristics of the subject property, giving due consideration to the uses permitted in both the existing and the proposed zoning classifications. This standard is met. The topography and dimensions of the property are suited for uses permitted in the Agriculture District. The property has been used for crop production for many years. This rezoning would allow the applicant to apply for a special use to develop part of the property for a solar farm.
- 3. Adequate and safe accessibility to the subject property from a public road is available or can be reasonably supplied, giving due consideration to uses permitted in the proposed zoning classification. This standard is met. The property has approximately 1,600 feet of frontage on the west side of Morris Avenue.

- Adequate public roads connected to the arterial highway system are available or can 4. be reasonably supplied to serve the uses permitted in the proposed zoning classification. This standard is met. To develop this property in the Agriculture District, good access to the arterial highway system is not needed. The property has adequate access to a public road to develop this property for uses allowed in the Agriculture District.
- The proposed amendment is consistent with the need to minimize flood damage and 5. that the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage patterns in the area. This standard is met. The property drains to the south. The property is not located within the 100 year flood hazard area. The property has been in crop production for many years.
- Adequate services (including but not limited to fire and police protection, schools, 6. water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification. This standard is met. Intergovernmental staff found that providing public sewer to this area would be a challenge, therefore, this standard would be met by rezoning this property to the Agriculture District. The Bloomington Township Fire Protection District will provide fire protection for the subject property.
- The proposed amendment is consistent with the public interest, giving due 7. consideration to the purpose and intent of this ordinance. This standard is met.

After considering all the evidence and testimony presented, this board finds that the proposed map amendment requested meets all the standards for recommending granting as found in Section 350-21.F (Standards for Map Amendments) of the McLean County Code and that such request is in the public interest.

Therefore, the Zoning Board of Appeals hereby recommends approval of the request to change the zoning district classification of the property described above from the R-1 Single Family Residence District to the Agriculture District.

ROLL CALL VOTE - The roll call vote was seven members for the motion to recommend granting, none opposed and Members Bangert and Judd were absent.

Respectfully submitted by the McLean County Zoning Board of Appeals

Spair Stinnager

James Finnigan, Chair

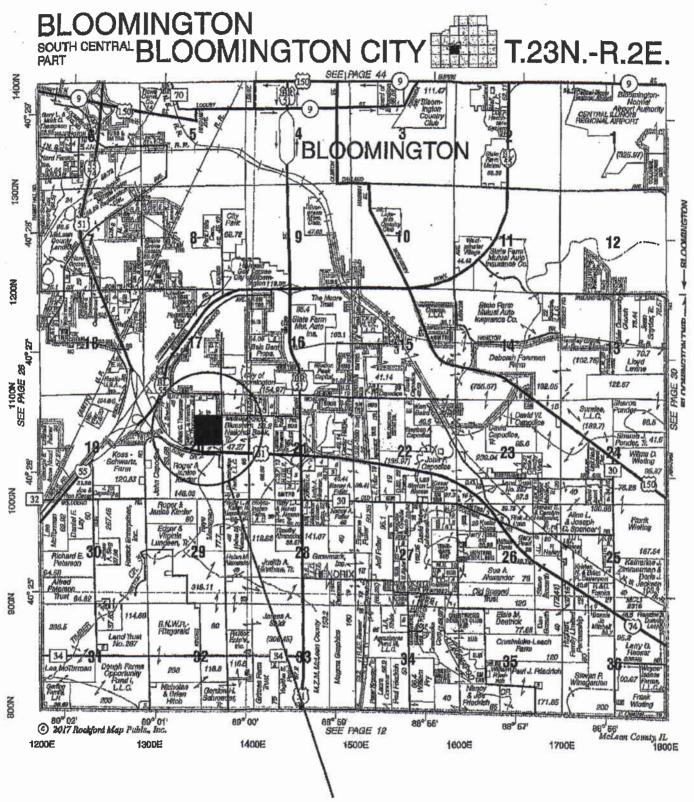
Julia Turner

Drake Zimmerman

Rick Dean

Brian Bangert

Chris Carlton, Alternate Member Mary Beth Taylor, Alternate Member



Att. 1: Plat Map

AES DE DevCo NC, LLC

Case No. ZA-18-04

### FINDINGS OF FACT AND RECOMMENDATION OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Nick Anderson in case SU-18-25 on parcels 28-26-151-004, 28-26-151-005, 28-26-176-002, 28-26-176-003, 28-26-176-004 & 28-26-176-005. He is requesting a special use to allow an Agricultural Tourism Facility in the Agriculture District on property in the NW ¼ of Section 26, Twp. 22N, Range 2E of the 3<sup>rd</sup> PM, and located in Randolph Township at 3637 N 1600 East Rd., Heyworth, IL.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on November 6, 2018 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The 55-acre property is used for a residence, tree farm, apple orchard, aircraft landing strip and pasture. The property has approximately 178 feet of frontage on the east side of 1600 East Road, an asphalt road 20 feet in width.

SURROUNDING ZONING AND LAND USES – The property is in the Agriculture District and is surrounded by land in the Agriculture District. The properties to the north and west are occupied by residences and land in crop production. The properties to the south and east are in crop production.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Code regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

#### STANDARDS FOR RECOMMENDING:

- The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public. This standard is met. The applicant proposes to expand the tree farm operation, provide orchard tours using lakes and surrounding area for recreation. The applicant proposes to develop an event venue for weddings, recreational and educational outings. Weddings and special events will have a maximum of 400 guests at any event and will not take place before 8:00 AM or after midnight. The proposed use meets the use standards in the Zoning Ordinance for an Agricultural Tourism facility.
- The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area. This standard is met. The surrounding properties that are in crop production will continue to be suitable for such use. The residential properties to the north and west will continue to be desirable for residential use provided weddings and special events do not cause loud noise or music after 10:00 PM.
- The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district. This standard is met. The surrounding properties that are in crop production will continue to be suitable for such use. The residential properties to the north and west will continue to be desirable for

residential use provided weddings and special events do not cause loud noise or music after 10:00 PM.

- Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided. This standard is met. The property has approximately 178 feet of frontage on the east side of 1600 East Road. Food sales/service, waste water/sewage disposal and potable water supplies shall meet the requirements of the County Health Department. The Randolph Township Fire Protection District will provide fire protection for the subject property.
- Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. This standard is met. It appears that safe site distance can be provided at the existing entrance. The applicant proposes to provide an additional entrance in the future. The applicant indicated that the Randolph Township Road Commissioner is ok with the existing entrance and will allow an additional entrance in the future. The applicant proposes to provide 100 150 gravel parking spaces and four accessible (ADA) parking spaces on site.
- The establishment, maintenance and operation of the special use will be in conformance with the intent of the district in which the special use is proposed to be located. This standard is met. The preamble states "Provide for the location and govern the establishment and operation of land uses which are compatible with agriculture and are such a nature that their location away from residential, commercial and industrial areas is most desirable".
- 7 The proposed special use, in all other respects, conforms to the applicable regulations of the district in which it is located. This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Code.

Therefore, this Board recommends that a special use be granted on the property described above for an Agricultural Tourism Facility in the Agriculture District, provided that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications, and provided compliance with the following stipulations:

- 1) Food sales/service, waste water/sewage disposal, and potable water supplies shall meet the requirements of the County Health Department;
- 2) All parking shall be contained on site, and four ADA parking spaces shall be provided;
- The applicant shall provide an entrance permit from the Randolph Township Road Commissioner before a permit is issued for the proposed facility; and
- 4) Weddings and special events will end at midnight and all loud noise or music shall cease at 10:00 PM.

**ROLL CALL VOTE** - The roll call vote was seven members for the motion to recommend granting, none opposed and Members Bangert and Judd were absent.

### Findings and Recommendation SU-18-25, Page 3

Respectfully submitted by the McLean County Zoning Board of Appeals

Chair Chair

11/9/18

Date

James Finnigan, Chair

Julia Turner

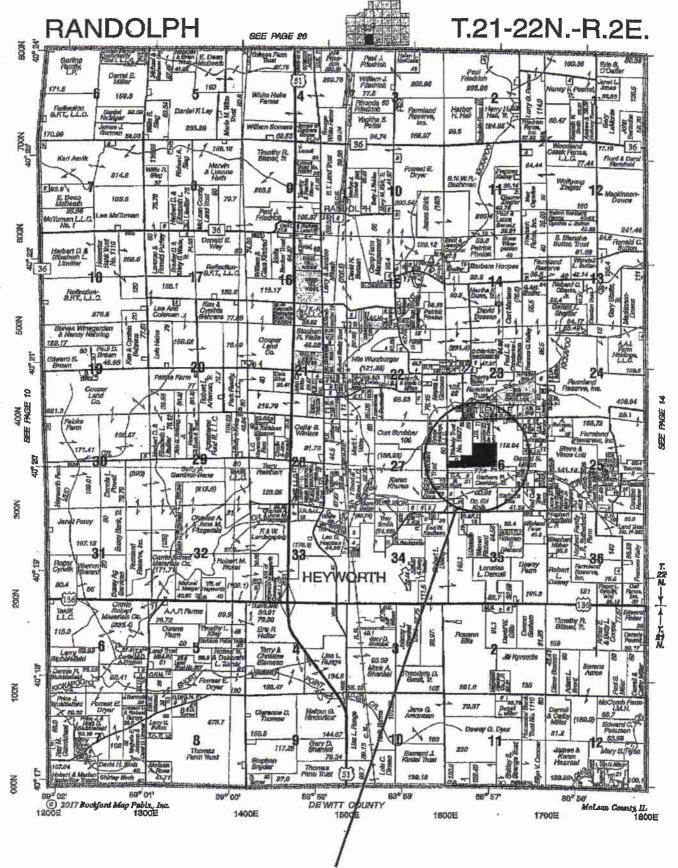
Drake Zimmerman

Rick Dean

Brian Bangert

Chris Carlton, Alternate Member

Mary Beth Taylor, Alternate Member



Att. 1: Plat Map

**Nick Anderson** 

Case No. SU-18-25

#### ORDINANCE OF APPROVAL OF FINAL PLAT

Amie Brown Subdivision, File S-18-13

WHEREAS, Amie Brown has requested a waiver from preliminary plan requirements, has filed an application for approval of a final plat for the Amie Brown Subdivision, file number S-18-13, and has executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, said property is located in Money Creek Township at 19445 E 2200 North Road and 19431 E 2200 North Road, Towarda, IL 61776, and is in the Agriculture District; and

WHEREAS, Amie Brown subdivided two lots which contain two single-family dwellings that were approved by special use on this property earlier this year in case SU-18-12; and

WHEREAS, staff recommends that a preliminary plan is unnecessary for the proposed subdivision; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said waiver and final plat and finds that they meet the said subdivision regulations; and

WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore.

BE IT ORDAINED that the said waiver and final plat for the aforesaid Amie Brown Subdivision be and hereby are approved.

Adopted by the County Board of McLean County, Illinois this 20th day of November, 2018

ATTEST:

APPROVED:

Kathy Michael, County Clerk

McLean County, Illinois

John McIntyre, Chair McLean County Board

#### McLean County Department of Building and Zoning

## SUBDIVISION STAFF REPORT LAND USE AND DEVELOPMENT COMMITTEE

#### **CASE NUMBER S-18-13**

#### 1. REFERENCE:

a. Meeting date:

November 1, 2018

b. Subdivider's name

Amie Brown

c. Subdivision name:

Amie Brown Subdivision

#### 2. LOCATION, LAND USE AND REQUEST:

a. Property location:

19445 E 2200 North Rd. & 19431 E 2200 North Rd., Towanda,

IL 61776.

b. Township:

Money Creek Township.

c. Parcel number:

08-29-200-023 & 08-29-200-024.

d. Existing zoning:

Agriculture District.

- e. Applicant's requests: A waiver of preliminary plan requirements and approval of a two-lot subdivision final plat for the Amie Brown Subdivision.
- f. Existing land use: Lot 1 and Lot 2 contain single-family residences. There have been two residences on the 20-acre property since 1972. However, the Zoning Ordinance only allows one residence per lot. A special use was approved in case SU-18-12 earlier this year to allow both residences on the 20-acre property with a stipulation that each residence be placed on separate lots. The applicant and her sister-in-law plan to remove the existing residences and replace them with new ones.

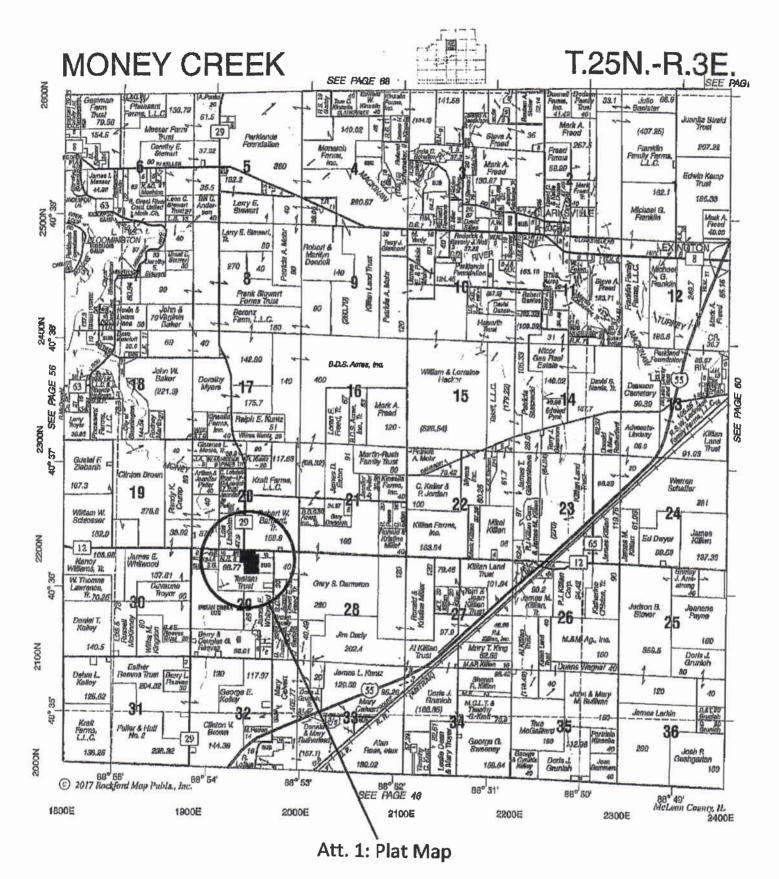
#### 3. DIMENSIONS & REVIEW:

- a. Size of Lots: Lot 1 is 5.5 acres in area and; Lot 2 is 14.02 acres in area.
- b. County Health Department: The Health Department has a septic permit for the existing residence on Lot 1, but does not have a septic permit for the residence on Lot 2. The Health Department will not sign off on this subdivision unless the the residence on Lot 2 is modified to make it so that it cannot be used as a residence. After this subdivision is recorded, the applicant will provide a new septic system for the new residence that will be built on Lot 2.
- c. County Highway Department: Recommends approval of the request for a waiver of a preliminary plan and approval of the final plat of the Amy Brown Subdivision and has agreed to provide a plat access certificate.

Staff recommends that a waiver of the preliminary plan, and the Amie Brown Subdivision final plat should be approved after the County Health Department signs off on this final plat.

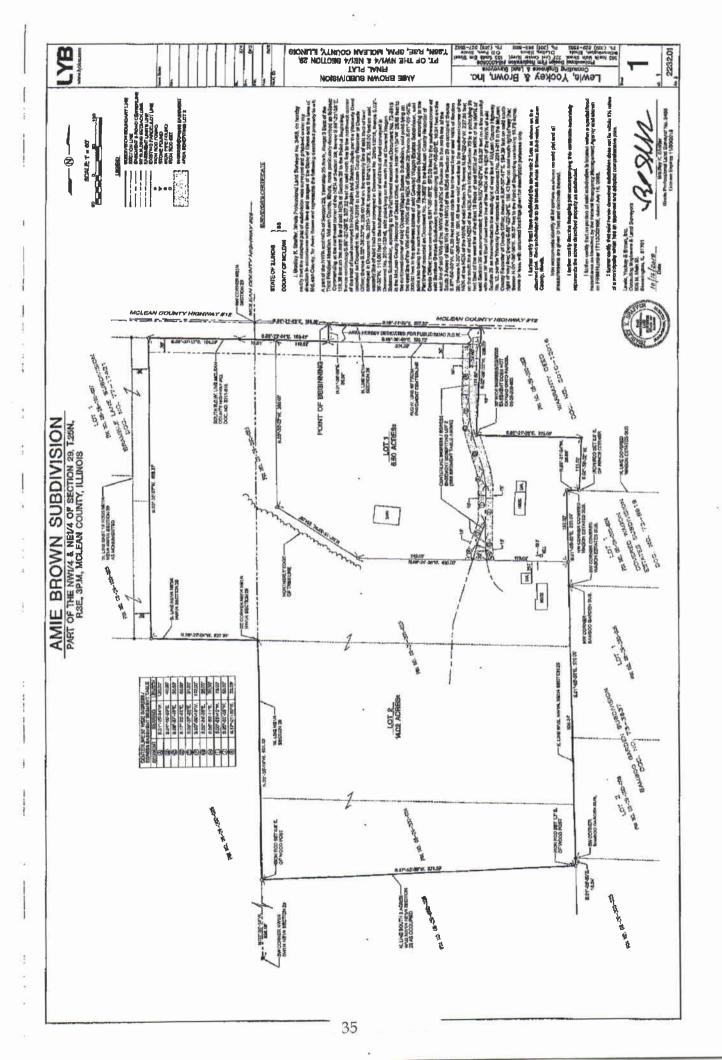
Respectfully submitted,

Philip Dick, AICP, Director



**Amie Brown Subdivision** 

Case No.: S-18-13



APPROPRIATION TRANSFER ORDINANCE AMENDING THE MCLEAN COUNTY FISCAL YEAR 2018 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, THE FOLLOWING TRANSFERS OF APPROPRIATED MONIES HAVE BEEN REVIEWED AND APPROVED BY THE APPROPRIATE COMMITTEE, AND

WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

BE IT ORDAINED BY THE COUNTY BOARD OF McLEAN COUNTY, ILLINOIS THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.

Finance Committee FUND 000 DEPT 000	01		•	General Treasurer	
PGM 000 DECREASE FROM: 0833.0002	ACCOUNT TITLE Purchase Computer Equip	AMOUNT 4,500.00 4,500	INCREASE TO: 0832.0001	ACCOUNT TITLE Purchase Office Quip	AMOUNT 4,500.00 4,500
FUND 000 DEPT 000 PGM 000 DECREASE FROM: 0718.0001	04	AMOUNT 50.00 50	INCREASE TO: 0715.0001	General Treasurer  ACCOUNT TITLE Dues & Memberships	AMOUNT 50.00 50
Justice Committ FUND 01 DEPT 00 PGM 00 DECREASE	29 062		INCREASE	Children's Advocacy Center Children's Advocacy Center	
FROM: 0503.0001	ACCOUNT TITLE Full-Time Salary	AMOUNT 350.00 350	TO: 0850.0001	ACCOUNT TITLE Capitalized Assets	AMOUNT 350.00 350

ADOPTED BY THE COUNTY BOARD OF McLEAN COUNTY, ILLINOIS THIS 20th DAY OF NOVEMBER, 2018

CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST:

COUNTY CLERK, MCLEAN COUNTY

# LEASE AGREEMENT

Between

# The County of McLean

As Landlord

And '

# **Veterans Assistance Commission**

As Tenant,

For

Office Space Located on the Fourth Floor of 200 West Front Street, Bloomington, Illinois

22.	Partial Invalidity.	7
23.	Holding Over.	7
24.	Successors.	7
25.	Right to Terminate.	7
26.	Non-Affiliation Clause.	7
App	proval Signatures	8

# Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and Veterans Assistance Commission, (hereinafter referred to as "VAC"), as tenant, desire to enter into a lease agreement for 1,865 s.f. of office space located on the fourth floor of the McLean County Health Department, 200 West Front Street, Bloomington, Illinois, (hereinafter referred to as "BUILDING"); and

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed by the parties that this lease agreement consists exclusively as to the following:

1. <u>Term.</u> The term of the lease agreement shall commence on <u>January 1, 2019</u>, and terminates on <u>December 31, 2019</u>.

### 2. Rent.

- a. Rent shall be \$6,917.00 to be paid by VAC in one annual payment to the McLean County Treasurer on the first day of the month following the receipt of revenue from the second installment of Property Tax bills.
- b. All rent payments shall be mailed to the below address:

McLean County Treasurer 115 E. Washington Street, Mezzanine Level Bloomington, Illinois 61702-2400

- 3. <u>Tenant's Use and Operation.</u> VAC shall use the aforementioned leased premises only for the purposes of its general business office. VAC shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. VAC shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
- 4. Building Common Areas. VAC shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjourning sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of VAC employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.
- 5. Maintenance and Repair. COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the

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cost of repairs and maintenance caused by intentional acts or negligence of VAC employees, agents, or clients. VAC shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. VAC shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. VAC shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.

- 6. Parking. COUNTY shall provide no parking for VAC.
- Alterations. No alterations, additions, or improvements shall be made in or to the leased premises by VAC without the prior express written approval of COUNTY. All alterations, additions, improvement, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of VAC displays and trade fixtures shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Nothwithstanding the foregoing, COUNTY may designate by written notice to VAC certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by VAC at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvement, or fixtures to the leased premises by VAC that VAC may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. VAC shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
- 8. <u>Conduct.</u> VAC shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
- Signs. No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises shall be installed or maintained by VAC without the prior express written approval of COUNTY.
- 10. Estoppel. Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that

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this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

11. Access to the Premises. COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.

### 12. Hazardous Material.

- a. <u>Prohibition.</u> VAC expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises any hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of the State of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.
- b. <u>Disclosure</u>, <u>Remediation</u>, <u>Liability</u>, <u>and Indemnification</u>. VAC expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of VAC, its agents, employees, invitees, clients, or licensees,
  - (i) VAC shall immediately notify COUNTY of the event;
  - (ii) VAC shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
  - (iii) VAC shall remediate and clean up the leased premises to COUNTY's satisfaction;
  - (iv) VAC shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
  - (v) VAC shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

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- 13. Condemnation. In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit VAC to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of VAC shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises are taken that it is not feasible to continue a reasonably satisfactory operation of the business of VAC, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or VAC to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor VAC shall have any right in or to any award made to the other by the condemning authority.
- 14. <u>Destruction</u>. Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by VAC in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or VAC shall have the right to terminate this lease, or any extensions thereof.
- 15. <u>Insolvency.</u> Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if VAC shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of VAC shall be appointed by reason of VAC's insolvency or inability to pay its debts, or if any assignment shall be made of VAC's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of VAC hereunder, by giving VAC notice in writing of the election of COUNTY to so terminate.
- 16. <u>Assignment and Subletting.</u> VAC shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.

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- 17. <u>Default.</u> If VAC shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which VAC is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if VAC shall abandon or vacate the premises during the term of this lease, or if VAC shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to VAC have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
  - a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by VAC during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by VAC to COUNTY.
  - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate VAC's right of possession and repossess the leased premises without demand or notice of any kind to VAC, in which case COUNTY may relet all or any part of the leased premises. VAC shall be responsible for all costs of reletting. VAC shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
  - c. Have specific performance of VAC's obligations.
  - d. Cure the default and recover the cost of curing the same being on demand.

# 18. Termination; Surrender of Possession.

- a. Upon the expiration or termination of this lease, or any extension thereof, VAC shall:
  - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (7) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
  - (ii) Surrender possession of the leased premises to COUNTY; and

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- (iii) Upon the request of COUNTY, at VAC's cost and expense, remove from the property all signs, symbols and trademarks pertaining to VAC's business and repair any damages caused by such removal; and
- b. If VAC shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of VAC left upon the leased premises in any manner that COUNTY shall choose without incurring liability to VAC or to any other person. The failure of VAC to remove any property from the leased premises shall forever bar VAC from bringing any action or asserting any liability against COUNTY with respect to such property.
- 19. <u>Waiver.</u> One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of VAC requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by VAC.
- 20. <u>Notices.</u> All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

# If to COUNTY:

Office of the County Administrator McLean County 115 E. Washington Street, Room 401 P.O. Box 2400 Bloomington, Illinois 61702-2400

### With Copies to:

Director, Facilities Management McLean County 104 W. Front Street P.O. Box 2400 Bloomington, Illinois 61702-2400

### If to VAC:

Executive Director Veterans Assistance Commission 200 West Front Street, 4<sup>th</sup> Floor Bloomington, Illinois 61701

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- 21. Agency. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
- 22. Partial Invalidity. If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
- 23. <u>Holding Over.</u> Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
- 24. <u>Successors.</u> All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of VAC unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
- 25. Right to Terminate. Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 20, page six (6) of this lease pertaining to all notices.
- 26. Non-Affiliation Clause. No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this <u>20th</u> day of <u>November</u>, 2018.

### APPROVED:

VETERANS ASSISTANCE COMMISSION

**COUNTY OF McLEAN** 

By: Alang Co. Walle

hairman, McLean County Board

ATTEST:

By: Kathy Michael

By: Clerk of the McLean County Board

VAC16.Doc

# Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter "COUNTY") as Landlord, and the Children's Advocacy Center (hereinafter "CAC"), as Tenant, desire to continue a lease agreement for 8,027 s.f. of office space located on the fifth floor of the 200 W. Front Street Building, Bloomington, Illinois, (hereinafter "Building"); and,

WHEREAS, the parties herein mutually agree that this agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

- 1. **Term.** The term of this lease agreement shall commence on **January 1, 2019**, and terminate on **December 31, 2020**.
- 2. Tenant's Use and Operation. CAC shall use the aforementioned leased premises only for the purposes of its general business office. CAC shall not use the premises for any unlawful, improper or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation, and shall, at all times, be in compliance with the City of Bloomington Fire Code. CAC shall, during the initial term of the lease, continuously use the leased premises for the purposes stated herein.
- 3. Utilities. CAC agrees to pay COUNTY its proportionate share of all utilities and maintenance expenses for the leased premises, to be billed to CAC by COUNTY on a monthly basis, for electricity, natural gas, water, trash removal, elevator maintenance contract fees, alarm monitoring fees, labor for maintenance expenses, and any supplies costs or materials costs as may be requested from time to time by CAC. CAC shall be responsible for its own telephone and data expenses. Payment to COUNTY by CAC for monthly invoices is due and payable upon receipt by CAC.
- 4. Building Common Areas. CAC shall be entitled to use of the Areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include COUNTY designated "customer only" parking areas at BUILDING, adjoining sidewalks, entryway lobby, and atrium areas for the purpose of egress and ingress of CAC employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.
- 5. Maintenance and Repair. COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities ACT (as to permanent improvements only) and any other environmental or building safety issues and the state, local, and federal regulations relating thereto, perform all

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general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of CAC or its Board, employees or clients. CAC shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. CAC shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. CAC shall be responsible for the repair costs for any damage or graffiti done to BUILDING caused by the clients of CAC. CAC shall be billed for all labor and materials used to repair any damage or graffiti caused by clients of CAC. Such bills shall be payable within 30 days of receipt of repair invoice by CAC.

- 6. Parking. COUNTY shall provide no parking stalls for CAC, and further, CAC agrees to not park any employee vehicles at any time in the lot adjacent to BUILDING under penalty of removal of said vehicle(s) at owner's expense.
- 7. Alterations. No alterations, additions or improvements shall be made in or to the leased premises without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, shall be the property of COUNTY and at the termination of this agreement, shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to CAC certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by CAC at the expiration of this agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alternations, improvements, or fixtures to the leased premises by CAC or its Board may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. CAC shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alternations.
- 8. Insurance and Indemnity.

  a. Covenants to Hold Harmless. CAC agrees to save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind including, but not limited to choses in action) arising out of or in any way

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connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

- b. Fire and Casualty Insurance. COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. CAC shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting CAC against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.
- and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by CAC in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from CAC business. CAC's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after CAC is given written request for same. COUNTY shall invoice CAC without notice or negotiation for any rate increase.
- Obligation to Carry Public Liability Insurance. CAC d. shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by CAC in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. CAC shall furnish COUNTY a Certificate of Insurance as evidence of insurance that such insurance is in force at all times during the initial term of this agreement. CAC shall furnish COUNTY additional certificates of CAC's insurance within twenty  $(\dot{2}0)$  days of receipt of a written request by COUNTY for such certificate. Insurance must be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

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- e. Waiver of Subrogation Rights Under Insurance Policies.

  Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.
- 9. <u>Conduct.</u> CAC shall not cause or permit any conduct of employees or clients of CAC to take place within the leased premises or building which in any way may disturb or annoy other tenants or occupants of BUILDING or adjacent buildings.
- 10. **Signs**. No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by CAC without the prior express written approval of COUNTY.
- 11. Estoppel. Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, if applicable, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.
- 12. Access to the Premises. COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, additions or alterations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants with 24 hours notice to CAC.

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### 13. Hazardous Material.

- a. **Prohibition**. CAC expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of State of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.
- b. Disclosure, Remediation, Liability, and Indemnification.

  CAC expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises by CAC, its agents, employees, invitees, clients, or licensees, or by the negligence of CAC, its agents, employees, invitees, clients, or licensees,
  - (i) CAC shall immediately notify COUNTY of the event;
  - (ii) CAC shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
  - (iii) CAC shall remediate and clean up the leased premises to COUNTY's satisfaction;
  - (iv) CAC shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
  - (v) CAC shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.
- c. Survival. CAC expressly covenants and agrees that the duties, obligations, and liabilities of CAC under the preceding section 13(a) and 13(b) shall survive the termination of this lease, and are binding upon CAC and its successors and assigns.

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- 14. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit CAC to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of CAC shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of CAC, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or CAC to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor CAC shall have any right in or to any award made to the other by the condemning authority.
- 15. Destruction. Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by CAC in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or CAC shall have the right to terminate this agreement, or any extensions thereof.
- Insolvency. Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if CAC shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of CAC shall be appointed by reason of CAC's insolvency or inability to pay its debts, or if any assignment shall be made of CAC's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of CAC hereunder, by giving CAC notice in writing of the election of COUNTY to so terminate.

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- 17. Assignment and Subletting. CAC shall not assign or in any manner transfer this agreement or any estate or interest herein without the express written previous consent of COUNTY.
- 18. Default. If CAC shall fail to make any payment of any invoice due to COUNTY hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which CAC is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if CAC shall abandon or vacate the premises during the term of this lease, or if CAC shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to CAC have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
  - a. Terminate this lease, or any extensions thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by CAC during the balance of the initial term of this agreement, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by CAC to COUNTY.
  - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate CAC's right of possession and repossess the leased premises without demand or notice of any kind to CAC, in which case COUNTY may relet all or any part of the leased premises. CAC shall be responsible for all costs of reletting. CAC shall pay COUNTY on demand any deficiency from such reletting or COUNTY's inability to do so.
  - c. Have specific performance of CAC's obligations.
  - d. Cure the default and recover the cost of curing the same being on demand.
- 19. Termination; Surrender of Possession.
  - a. Upon the expiration or termination of this lease, or any extension thereof, CAC shall:
    - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph seven (8) of this lease, ordinary wear and tear excepted, remove all of its personal property

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and trade fixtures from the leased premises and the property and repair any damage caused by such removal;

- (ii) Surrender possession of the leased premises to COUNTY; and
- (iii) Upon the request of COUNTY, at CAC's cost and expense, remove from the property all signs, symbols and trademarks pertaining to CAC's business and repair any damages caused by such removal.
- b. If CAC shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of CAC left upon the leased premises in any manner that COUNTY shall choose without incurring liability to CAC or to any other person. The failure of CAC to remove any property from the leased premises shall forever bar CAC from bringing any action or asserting any liability against COUNTY with respect to such property.
- 20. Waiver. One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of CAC requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by CAC.
- 21. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

### If to COUNTY:

Office of the County Administrator McLean County 115 E. Washington Street, Room 401 P.O. Box 2400 Bloomington, IL 61702-2400

### With Copies to:

Director of Facilities Management McLean County 104 W. Front Street, Suite 104 Bloomington, Illinois 61702-2400

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### If to CAC:

Executive Director Children's Advocacy Center 200 W. Front Street, 5th Floor Bloomington, Illinois 61701

- 22. Agency. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of utilities and maintenance reimbursement, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
- 23. Partial Invalidity. If any term or condition of this lease, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
- 24. Holding Over. Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rates herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
- 25. Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of CAC unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

### Page ten

- 26. **Right to Terminate**. Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least sixty (60) days prior written notice of termination to the other party, by abiding by paragraph 21, page eight of this agreement pertaining to all notices.
- 27. Non-Affiliation Clause. No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 20th day of November, 2018.

### APPROVED:

Children's Advocacy Center	COUNTY OF McLEAN
By: Executive Director	By: Chairman, McLean County Board
ATTEST:	
By:	By: Clerk, McLean County Board
CASALease19.Doc	ě

## LEASE AGREEMENT

Between

The County of McLean

as Landlord,

and

Children's Advocacy Center

as Tenant,

for

Office Space Located on the 5th Floor of 200 West Front Street, Bloomington, Illinois

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### OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX: (309) 888-5111

115 E Washington St, Room 401, Bloomington, IL 61701

November 15, 2018

To: Honorable Chairman Segobiano and Members of the Property Committee

From: Eric S. Schmitt, Administrative Services Director

Re: Electric Contract for Energy Supply for December 2018 through December 2021

On November 12, 2018 we solicited proposals from firms authorized to sell electric supply energy in central Illinois for our next contract period of December 2018 through December 2021. As a result of these preliminary proposals Homefield/Dynegy had the low proposal. The energy supply companies will not lock in the proposed rates for longer than 12 hours because the energy rates change hourly. Due to this fact we must sign an energy supply contract within hours of their submission. We propose that we solicit an updated proposal on November 19<sup>th</sup> and a final proposal on November 20<sup>th</sup> (County Board Day). On that morning we will have current prices which we can lock-in for the next contract term of December 2018 through December 2021. We are requesting that the County Board authorize the County Board Chairman to execute a contract with the recommended energy supply company.

# RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

Facilities on the Ameren Ill with follow-up proposals re	linois distribut eceived on No	ntract for Energy Supply for all McLean County ion system were received on November 12, 2018, vember 19, 2018 and a final proposal received on by the McLean County Administrator's Office staff;
		sidered the recommendation of McLean County neeting on November 20, 2018, and
		Property Committee duly recommended to the ered by, and
WHEREAS, the McLean C Committee to accept the pre-	•	approved the recommendation of the Property and by,
award the contract and dire	ct and authoriz	by the County Board of McLean County that they ze the County Board Chairman to sign and execute fectuate said award following a satisfactory review s Office:
Electric Contract for Energy for an Electric Contract for Illinois distribution system.	Energy Suppl	ne proposal tendered by y for the McLean County Facilities on the Ameren .
		John D McIntyre, Chairman McLean County Board
STATE OF ILLINOIS	)	
	) SS	
COUNTY OF MCLEAN	)	
the records and files thereof a true, perfect and complete County at its monthly meeti	f, as provided le copy of a resorting held in Blo	said County is the State aforesaid and keeper of by statutes, do hereby certify the foregoing to be plution adopted by the County Board of McLean comington, Illinois on November 20, 2018.
		aid County this 20 <sup>th</sup> day of November, 2018, A.D.
[SEAL}		
		Kathy Michael McLean County Clerk



NURSING HOME (309) 888-5380 901 N. Main Normal, Illinois 61761

October 29, 2018

To: Bill Wasson, County Administrator

From: Cindy Wegner, Administrator

McLean County Nursing Home

Re: 2019 Private Pay Rate

Each year, as the budget is reviewed, the Health Committee also reviews the charges for care at the McLean County Nursing Home to make certain the Private Pay rate for a semi-private room is adequate to cover the cost of providing care. The proposed rate was incorporated into the revenue projections of the 2019 budget.

The current 2018 private pay rate for a semi-private room is \$209 per day and \$225 per day for a private room.

Based on 2019 census projections, area trends and industry average, the facility is proposing a 3% increase in the private pay rate to \$215 per day for a semi-private room and \$232 per day for a private room.

The daily rate for the Medicare certified section is established at an arbitrary amount and is only used for cost reporting purposes. I recommend that the McLean County Board maintain the daily rate for the Medicare Certified section at \$215.00 per day effective January 1, 2019.

### PRICING AGREEMENT

This Pricing Agreement (this "Agreement"), as of November 20, 2018 (the "Effective Date") is by and between Sysco Central Illinois, Inc. ("Sysco") and McLean County Nursing Home ("Customer").

Sysco, along with other corporations and entities controlled by Sysco Corporation ("Parent" with these other corporations/entities referred to as "Affiliates"), provides foodservice distribution services to restaurants and institutions, including Customer. As part of these services, Sysco will sell and deliver food and related non-food products ("Products") to Customer and those locations, if any, owned or operated by Customer that are within Sysco's normal service area. Sysco and Customer wish to confirm certain aspects of their relationship in this Agreement.

Sysco and Customer agree that Sysco will establish the prices of Products sold to Customer according to the terms and condition shown in <u>Schedule 1</u>. Either Customer or Sysco may terminate this Agreement upon not less than thirty (30) days' prior written notice to the other party.

The parties acknowledge that they have read, understood and executed this Agreement, directly or by their respective duly authorized representatives, on the dates indicated below to be effective as of the date indicated at the beginning of this Agreement.

Executed by the parties and effective as of the Effective Date.

Sysco:		Customer:	
Sysco Ce	ntral Illinois, Inc.	McLean County	
By:	Coop Smoothorn	By:	
Name:	Greg Sneathern	Name:	
Title:	President	Title:	

### **SCHEDULE 1**

### TERMS AND CONDITIONS

Definition of Cost. The price to Customer for all Products sold under this Agreement (the "Sell Price") will be calculated on the basis of Cost. "Cost" is defined as the cost of the Product as shown on the invoice to Sysco, plus, if the price on such invoice is not a delivered price, Applicable Freight (defined below). The invoice used to determine Cost of a Product will be an invoice issued to Sysco from the seller of such Product which may include suppliers, brokers, growers, packers, manufacturers, redistributors, consolidators, Affiliates (including Sysco Merchandising and Supply Chain Services, Inc. ("SMS")) or any other source of Products (collectively, "Supplier"). Suppliers (including SMS and other Affiliates) set invoice prices of Products sold to Sysco and may include an amount that reflects Earned Income for Merchandising Services (defined below). In addition, for certain commodity products like produce, SMS and other Affiliates may use replacement cost or current market average cost as its cost to Sysco. Cost will not be reduced by Earned Income or cash discounts. There are a limited number of Products ("Controlled Price Products") that are governed by agreements with Suppliers binding upon Sysco which establish the ultimate price at which Sysco must sell the Product to Customer ("Controlled Price Agreements"). Controlled Price Agreements are limited to bag-in-box products from Coca Cola North America and Pepsi Cola Company, products from Ecolab, Inc. and other products expressly agreed to in writing by Sysco and Customer. Notwithstanding the definition of Cost in this paragraph, the Sell Price for Controlled Price Products shall be the amount prescribed (or calculated in accordance with) the applicable Controlled Price Agreement.

"Applicable Freight" means a per-case freight charge based on market conditions for moving products from the source to Sysco. Applicable Freight charges may include: (i) common or contract carrier charges billed by any Supplier or a third party; (ii) common or contract carrier charges billed by a freight management service operated by Parent or Affiliates ("FMS") for third party carriage arranged by FMS; (iii) charges billed by FMS for shipments back hauled on trucks owned or leased by Parent or Affiliates; or (iv) charges such as fuel surcharges, cross-dock charges, unloading and restacking charges, container charges, air freight charges and other similar charges not included in Supplier's invoice cost that are required to bring Product into Sysco's warehouse. Customer acknowledges that Parent may manage freight (through FMS or otherwise) and may charge Applicable Freight, which may include an amount in excess of the costs incurred in arranging the transportation that reflects compensation for managing freight; provided that Applicable Freight for any Product will not exceed (i) the Supplier's normal freight charge to Sysco to ship normal quantity requirements of such Product (including a freight charge that is part of a delivered price) or (ii) if the Supplier does not provide freight service, the rate normally payable by Sysco for inbound shipments of a similar quantity of Product.

2. <u>Sell Price</u>. Product will be sold under this Agreement at the Sell Price equal to (i) the Cost of the Product divided by (ii) the difference between 100% and the percentage margin on sell applicable to the Product category of such Product as set forth in <u>Schedule 2</u>.

3. <u>Merchandising Services</u>. Parent and Affiliates, including SMS and other operating companies of Parent ("*Operating Companies*"), perform value-added services for Suppliers of SYSCO® Brand and other Products ("*Merchandising Services*"). These services include, but are not limited to, (i) supply chain services such as consolidation of Operating Company purchases from Suppliers, management of Supplier ordering processes, consolidation of payments by Operating Companies to Suppliers, processing claims by Operating Companies for Product loss and shortages, advanced inventory management, freight

consolidation and management and other services associated with management of the total supply chain, (ii) quality assurance and (iii) regional and national marketing and performance-based product marketing. Parent and Affiliates, including SMS, may recover the costs of providing Merchandising Services, may be compensated for these services and may retain any savings they may receive throughout the supply chain by utilizing their expertise, resources and capital, a portion of which is used to offset expenses already incurred. Parent considers such cost recovery, compensation and retained savings for Merchandising Services to be earned income ("*Earned Income*"). Earned Income takes many forms including promotional allowances, volume discounts, growth programs, marketing programs and any other payments from Suppliers and may be provided through rebates or other payments from the Supplier or through net pricing from Suppliers that reflects such Earned Income. Parent may retain Earned Income, receipt of which does not reduce the Cost or Sell Price of any Product. Earned Income does not include manufacturer promotional allowances for the period of the promotion that are intended to be passed along to Customer and are shown on the face of the invoices used to determine Cost.

- 4. <u>Payment Terms</u>. Customer agrees to pay Sysco for all Products delivered to Customer by check or ACH within 45 days of the invoice date.
- 5. <u>Supplemental Effect</u>. This Agreement only relates to how Sysco's prices to Customer are determined and how payment for Products delivered will be made. The terms of this Agreement supersede any prior arrangements or understandings between Customer and Sysco with respect to how Sysco establishes its prices to Customer. No other document, prior arrangements or understandings between Customer and Sysco shall be used to add to, delete or change the terms of this Agreement.

# **SCHEDULE 2**

# **MARGIN SCHEDULE**

	<b>Product Category</b>	Margin/Fee Per Unit
1.	Healthcare	7.50%
2.	Dairy <sup>1</sup>	7.50%
3.	Meats	7.50%
4.	Seafood	7.50%
5.	Poultry	7.50%
6.	Frozen	7.50%
7.	a) Canned & Dry b) Bottled Water	7.50% \$2.50/case fee
8.	Paper & Disposables	7.50%
9,	a) Chemical/Janitorial b) Ecolab	7.50% Per contract with Customer
10.	Supplies & Equipment	7.50%
11.	Produce	7.50%
12.	<ul><li>a) Dispenser Beverage</li><li>b) Coke, Pepsi, Dr. Pepper, Starbucks</li></ul>	7.50% Per contract with Customer

All items will be priced at the time of sale to Customer.

The Sell Price of fluid dairy Products delivered to Customer where applicable state law prescribes the manner of determining the sales price for such Products shall, notwithstanding anything to the contrary elsewhere in this Agreement, be determined in accordance with such applicable law.

# SCHEDULE 3 TO PRICING AGREEMENT

# **Prompt Pay Incentive**

Sysco will offer to Customer Locations a prompt pay incentive (the "Prompt Pay Incentive") equal to 1% of total Sell Prices on invoices where payment is received within 7 days of the invoice date during each quarter. The Prompt Pay Incentive shall be paid to Customer's corporate office by the last day of the second month following the close of the period for which the allowance is payable. The Prompt Pay Incentive will not be paid on any sales of Controlled Price Products (as defined in Section 2). Only Customer Locations that are eligible for standard payment terms under this Agreement, as determined by Sysco, in its sole discretion, will be eligible to receive the Prompt Pay Incentive.



### **EXECUTIVE COMMITTEE:**

Member Soeldner, presented the following:

**OFFICE OF THE ADMINISTRATOR** (309) 888-5110 FAX (309) 888-5111 115 E. Washington, Room 401

P.O. Box 2400

Bloomington, Illinois 61702-2400

November 15, 2018

To:

**County Board Members** 

From:

Bill Wasson, County Administrator

RE:

Fiscal Year 2019 Recommended Budget

Please find attached the recommended Fiscal Year 2019 budget as approved and recommended by the Executive Committee. Please note this includes the addition of the Regional Planning Commission. The Regional Planning Commission has not historically been included with the County's financials, but based upon recent reviews and with the concurrence of the Executive Committee the 2019 budget and annual budgets moving forward will reflect inclusion of the McLean County Regional Planning Commission.

# County of McLean

# Annual Budget by Organization Report

	2017 Adopted Budget	2017 Actual	2018 Adopted	2018 Amended 2	2019 Department	2019 County	
Fund: 0001 GENERAL FUND							
Revenue							
0001-0001-0001 - GENERAL FUND,COUNTY BOARD,LEGISLATION & POLICY	\$21,226,727.00	\$20,020,211.30	\$21,106,199.00	\$21,136,199.00	\$21,564,558.00	\$21,518,256.00	
0001-0001-0100 - GENERAL FUND,COUNTY BOARD,FLEET	\$53,000.00	\$30,000.00	\$20,000.00	\$20,000.00	\$23,000.00	\$23,000.00	
0001-0002-0002 - GENERAL FUND, COUNTY ADMINISTRATOR, COUNTY ADMINISTRATION	\$2,589.00	\$0.00	\$2,589.00	\$2,589.00	\$2,589.00	\$2,589.00	
0001-0002-0040 - GENERAL FUND,COUNTY ADMINISTRATOR,ZONING & SUBDIVISIONS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0001-0003-0003 - GENERAL FUND,COUNTY AUDITOR,AUDITING & FINANCIAL MGMT	\$300.00	\$362.91	\$300.00	\$300.00	\$0.00	\$0.00	
0001-0004-0004 - GENERAL FUND,COUNTY TREASURER,FINANCIAL MANAGEMENT	\$538,300.00	\$574,037.35	\$546,500.00	\$546,500.00	\$724,500.00	\$724,500.00	
0001-0005-0006 - GENERAL FUND,COUNTY CLERK,ELECTIONS	\$60,950.00	\$10,890.00	\$60,950.00	\$60,950.00	\$60,950.00	\$60,950.00	
0001-0005-0007 - GENERAL FUND,COUNTY CLERK,RECORDS	\$229,575.00	\$243,288.05	\$229,575.00	\$229,575.00	\$229,575.00	\$229,575.00	
O0001-0005-0008 - GENERAL FUND,COUNTY CLERK,LEGAL RECORDS DOCUMENT'N	\$741,285.00	\$798,665.15	\$803,285.00	\$803,285.00	\$803,285.00	\$803,285.00	•
0001-0006-0008 - GENERAL FUND,COUNTY RECORDER,LEGAL RECORDS DOCUMENT'N	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0001-0008-0010 - GENERAL FUND,MERIT BOARD,ADMINISTRATIVE SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0001-0015-0011 - GENERAL FUND,CIRCUIT CLERK,ADMINISTRATIVE SERVICES	\$18,503.00	\$57,354.02	\$63,503.00	\$63,503.00	\$63,503.00	\$63,503.00	
0001-0015-0012 - GENERAL FUND,CIRCUIT CLERK,CRIMINAL CASES	\$2,018,270.00	\$1,912,321.08	\$1,994,270.00	\$1,994,270.00	\$1,947,270.00	\$1,947,270.00	
0001-0015-0013 - GENERAL FUND,CIRCUIT CLERK,CIVIL CASES	\$628,135.00	\$591,042.84	\$566,135.00	\$566,135.00	\$607,635.00	\$607,635.00	
0001-0016-0016 - GENERAL FUND,CIRCUIT COURT,COURT ADMINISTRATION	\$8,350.00	\$9,339.15	\$16,850.00	\$16,850.00	\$9,850.00	\$9,850.00	
0001-0020-0019 - GENERAL FUND,STATE'S ATTORNEY, PROSECUTION & LITIGATION	\$376,248.00	\$313,900.91	\$288,120.00	\$288,120.00	\$271,878.00	\$271,878.00	
0001-0020-0020 - GENERAL FUND,STATE'S ATTORNEY,ADMINISTRATIVE SUPPORT	\$142,000.00	\$144,677.04	\$144,677.00	\$144,677.00	\$144,677.00	\$148,900.00	
0001-0021-0023 - GENERAL FUND,PUBLIC DEFENDER,PUBLIC DEFENDER SERVICES	\$174,894.00	\$142,283.60	\$148,894.00	\$148,894.00	\$148,894.00	\$148,894.00	
0001-0021-0057 - GENERAL FUND,PUBLIC DEFENDER,VIOLENT CRIME DEFENSE GRT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0001-0022-0022 - GENERAL FUND,COURT SERVICES,JUVENILE DETENTION	\$1,302,440.00	\$1,531,204.20	\$1,297,741.00	\$1,297,741.00	\$1,035,274.00	\$1,035,274.00	

# County of McLean

# Annual Budget by Organization Report

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2019 County Administrator	\$493,000.00	\$232,554.00	\$144,788.00	\$801,424.00	\$184,070.00	\$1,818,180.00	\$17,100.00	\$56,613.00	\$679,102.00	\$266,741.00	\$0.00	\$135,660.00	\$0.00	\$100,000.00	\$77,311.00	\$37,169,859.00	\$1,844,619.00	\$139,500.00	\$617,969.00	\$0.00
2019 Department Head	\$493,000.00	\$232,554.00	\$144,788.00	\$801,424.00	\$184,070.00	\$1,818,180.00	\$17,100.00	\$56,613.00	\$679,102.00	\$266,741.00	\$0.00	\$135,660.00	\$0.00	\$100,000.00	\$77,311.00	\$37,211,938.00	\$1,844,619.00	\$139,500.00	\$617,969.00	\$0.00
2018 Amended 2 Budget	\$481,500.00	\$193,235.00	\$126,224.00	\$494,054.00	\$161,921.00	\$1,855,884.00	\$12,948.00	\$0.00	\$786,408.00	\$303,743.00	\$0.00	\$279,798.00	\$0.00	\$100,000.00	\$77,040.00	\$36,618,438.00	\$1,689,547.00	\$149,385.00	\$598,344.00	\$0.00
2018 Adopted Budget	\$481,500.00	\$193,235.00	\$126,224.00	\$494,054.00	\$161,921.00	\$1,810,735.00	\$12,948.00	\$0.00	\$786,408.00	\$303,743.00	\$0.00	\$279,798.00	\$0.00	\$100,000.00	\$77,040.00	\$36,314,589.00	\$1,526,297.00	\$114,000.00	\$598,344.00	\$0.00
2017 Actual Amount	\$414,710.22	\$37.29	\$81,986.40	\$413,321.23	\$141,794.00	\$2,024,920.98	\$0.00	\$0.00	\$666,660.98	\$231,748.65	\$0.00	\$175,229.99	\$0.00	\$50,000.00	\$75,475.16	\$35,861,967.92	\$1,679,188.80	\$129,365.00	\$623,558.70	\$0.00
2017 Adopted Budget	\$471,500.00	\$203,895.00	\$115,389.00	\$466,902.00	\$141,794.00	\$1,856,546.00	\$1,200.00	\$0.00	\$665,308.00	\$299,827.00	\$0.00	\$175,000.00	\$0.00	\$100,000.00	\$75,812.00	\$36,103,929.00	\$1,542,698.00	\$162,100.00	\$678,202.00	\$0.00
	0001-0040-0043 - GENERAL FUND, PARKS & RECREATION, RECREATIONAL SERVICES	0001-0041-0022 - GENERAL FUND,FACILITIES MANAGEMENT,JUVENILE DETENTION	0001-0041-0045 - GENERAL FUND, FACILITIES MANAGEMENT, METRO COMMUNICATION CTR.	0001-0041-0046 - GENERAL FUND, FACILITIES MANAGEMENT, 200 W. Front Street Building	0001-0041-0049 - GENERAL FUND, FACILITIES MANAGEMENT, COURTHOUSE	0001-0041-0050 - GENERAL FUND, FACILITIES MANAGEMENT, LAW & JUSTICE BUILDING	0001-0041-0051 - GENERAL FUND, FACILITIES MANAGEMENT, FAIRVIEW BUILDING MAINT.	0001-0041-0065 - GENERAL FUND, FACILITIES MANAGEMENT, ANIMAL CONTROL	0001-0041-0115 - GENERAL FUND,FACILITIES MANAGEMENT,GOVERNMENT CENTER	J0001-0043-0047 - GENERAL FUND, INFORMATION SERVICES, DATA PROCESSING	0001-0043-0048 - GENERAL FUND,INFORMATION SERVICES,Records Management	0001-0043-0107 - GENERAL FUND,INFORMATION SERVICES,County GIS	0001-0047-0052 - GENERAL FUND,EMA,EMA OPERATIONS	0001-0048-0053 - GENERAL FUND,BLOOMINGTON ELECTION COM.,CITY ELECTIONS	0001-0049-0054 - GENERAL FUND,ASSESSMENT OFFICE,PROPERTY ASSESS/RVW/SUPV.	Revenue Totals	Expenditures 0001-0001-0001 - GENERAL FUND,COUNTY ROARD I FGISI ATION & BOLLOY	0001-0001-0100 - GENERAL FUND, COUNTY BOARD, FLEET	0001-0002-0002 - GENERAL FUND,COUNTY ADMINISTRATOR,COUNTY ADMINISTRATION	0001-0002-0040 - GENERAL FUND,COUNTY ADMINISTRATOR,ZONING & SUBDIVISIONS

			Sammal y				
	2017 Adopted Budget	2017 Actual Amount	2018 Adopted Budget	2018 Amended 2019 Department	019 Department Head	2019 County	
0001-0003-0003 - GENERAL FUND, COUNTY AUDITOR, AUDITING & FINANCIAL MGMT	\$326,963.00	\$318,012.90	\$156,012.00	\$174,318.00	\$174,021.00	\$174,021.00	
0001-0004-0004 - GENERAL FUND,COUNTY TREASURER,FINANCIAL MANAGEMENT	\$431,340.00	\$398,443.49	\$428,125.00	\$428,125.00	\$422,090.00	\$422,090.00	
0001-0004-0005 - GENERAL FUND,COUNTY TREASURER,Accounts Payable	\$0.00	\$0.00	\$173,388.00	\$162,582.00	\$160,559.00	\$160,559.00	
0001-0005-0006 - GENERAL FUND,COUNTY CLERK,ELECTIONS	\$596,467.00	\$498,207.71	\$732,567.00	\$732,567.00	\$732,502.00	\$732,502.00	
0001-0005-0007 - GENERAL FUND,COUNTY CLERK,RECORDS	\$321,784.00	\$311,151.64	\$319,060.00	\$327,060.00	\$323,749.00	\$323,749.00	
0001-0005-0008 - GENERAL FUND,COUNTY CLERK,LEGAL RECORDS DOCUMENT'N	\$229,743.00	\$212,756.72	\$190,338.00	\$182,338.00	\$195,112.00	\$195,112.00	
0001-0006-0008 - GENERAL FUND,COUNTY RECORDER,LEGAL RECORDS DOCUMENT'N	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0001-0008-0010 - GENERAL FUND,MERIT BOARD,ADMINISTRATIVE SERVICES	\$16,900.00	\$9,856.64	\$16,188.00	\$16,188.00	\$16,204.00	\$16,204.00	
0001-0015-0011 - GENERAL FUND,CIRCUIT CLERK,ADMINISTRATIVE SERVICES	\$759,730.00	\$715,680.11	\$760,760.00	\$760,760.00	\$765,973.00	\$765,973.00	
3001-0015-0012 - GENERAL FUND, CIRCUIT CLERK, CRIMINAL CASES	\$1,125,399.00	\$1,063,727.50	\$1,053,043.00	\$1,053,043.00	\$1,039,039.00	\$1,039,039.00	
0001-0015-0013 - GENERAL FUND,CIRCUIT CLERK,CIVIL CASES	\$433,659.00	\$386,208.15	\$403,809.00	\$417,324.00	\$456,438.00	\$456,438.00	
0001-0016-0016 - GENERAL FUND, CIRCUIT COURT, COURT ADMINISTRATION	\$1,117,787.00	\$1,030,133.75	\$1,072,543.00	\$1,072,543.00	\$1,008,741.00	\$1,008,741.00	
0001-0018-0017 - GENERAL FUND,JURY COMMISSION,JUROR SELECTION & ADMIN.	\$127,007.00	\$114,110.80	\$124,444.00	\$124,444.00	\$120,037.00	\$120,037.00	
0001-0020-0019 - GENERAL FUND,STATE'S ATTORNEY,PROSECUTION & LITIGATION	\$2,493,423.00	\$2,454,635.74	\$2,411,125.00	\$2,411,125.00	\$2,497,884.00	\$2,497,884.00	
0001-0020-0020 - GENERAL FUND,STATE'S ATTORNEY,ADMINISTRATIVE SUPPORT	\$246,724.00	\$240,936.41	\$244,197.00	\$244,197.00	\$221,074.00	\$222,094.00	
0001-0021-0023 - GENERAL FUND, PUBLIC DEFENDER, PUBLIC DEFENDER SERVICES	\$1,940,083.00	\$1,856,378.23	\$1,926,977.00	\$1,926,977.00	\$1,888,155.00	\$1,888,155.00	
0001-0021-0057 - GENERAL FUND, PUBLIC DEFENDER, VIOLENT CRIME DEFENSE GRT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0001-0022-0022 - GENERAL FUND, COURT SERVICES, JUVENILE DETENTION	\$1,556,131.00	\$1,453,567.91	\$1,555,705.00	\$1,555,705.00	\$1,565,698.00	\$1,522,599.00	
0001-0022-0024 - GENERAL FUND,COURT SERVICES,COURT SERVICES	\$2,495,058.00	\$2,604,958.92	\$2,632,023.00	\$2,632,023.00	\$2,712,638.00	\$2,712,638.00	
0001-0022-0068 - GENERAL FUND, COURT SERVICES, PRETRIAL	\$277,634.00	\$270,485.32	\$280,658.00	\$280,658.00	\$287,417.00	\$287,417.00	
0001-0022-0076 - GENERAL FUND,COURT SERVICES,RECOVERY COURT GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

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	2017 Adopted Budget	2017 Actual Amount	2018 Adopted Budget	2018 Amended 2019 Department Budget	2019 Department Head	2019 County Administrator	
0001-0022-0093 - GENERAL FUND, COURT SERVICES, Adult Treatment SAMHSA Grant CS	\$324,840.00	\$307,340.72	\$322,214.00	\$322,214.00	\$0.00	\$0.00	
0001-0022-0094 - GENERAL FUND,COURT SERVICES,Adult Redeploy Grant	\$44,392.00	\$38,100.42	\$88,905.00	\$101,585.00	\$113,534.00	\$113,534.00	
0001-0022-0095 - GENERAL FUND, COURT SERVICES, Juvenile Redeploy Grant	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00	
0001-0022-0103 - GENERAL FUND,COURT SERVICES,Veteran's Court	\$0.00	\$0.00	\$0.00	\$0.00	\$350,436.00	\$350,436.00	
0001-0029-0027 - GENERAL FUND,SHERIFF,LAW ENFORCEMENT OPERATION	\$2,560,005.00	\$2,902,466.33	\$2,621,567.00	\$2,621,567.00	\$2,598,848.00	\$2,598,848.00	
0001-0029-0028 - GENERAL FUND,SHERIFF,CRIMINAL INVESTIGATIONS	\$609,061.00	\$496,503.27	\$620,751.00	\$620,751.00	\$622,257.00	\$622,257.00	
0001-0029-0029 - GENERAL FUND,SHERIFF,ADMINISTRATIVE SERVICES	\$1,388,497.00	\$1,986,270.42	\$1,295,266.00	\$1,295,266.00	\$1,317,957.00	\$1,317,957.00	
0001-0029-0030 - GENERAL FUND,SHERIFF,RECORDS & DATA PROCESSING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
J0001-0029-0031 - GENERAL FUND, SHERIFF, JAIL OPERATIONS	\$4,973,911.00	\$5,107,874.36	\$5,214,525.00	\$5,214,525.00	\$5,393,746.00	\$5,393,746.00	
0001-0029-0032 - GENERAL FUND,SHERIFF,SUPPORT SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0001-0029-0033 - GENERAL FUND,SHERIFF,FLEET MANAGEMENT	\$222,064.00	\$226,831.97	\$216,351.00	\$216,351.00	\$217,013.00	\$217,013.00	
0001-0029-0052 - GENERAL FUND,SHERIFF,EMA OPERATIONS	\$181,675.00	\$131,479.18	\$154,839.00	\$177,347.00	\$146,055.00	\$146,055.00	
0001-0031-0038 - GENERAL FUND,CORONER,INVESTIGATIONS & INQUESTS	\$558,816.00	\$625,805.45	\$588,497.00	\$599,496.00	\$604,092.00	\$604,092.00	
0001-0032-0039 - GENERAL FUND,Animal Control,EMA TECH SUPPORT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0001-0032-0065 - GENERAL FUND,Animal Control,ANIMAL CONTROL	\$549,383.00	\$471,270.61	\$540,348.00	\$541,655.00	\$468,870.00	\$468,870.00	
0001-0032-0066 - GENERAL FUND,Animal Control,MUNICIPAL WARDEN/AN.CONTR	\$163,832.00	\$153,433.21	\$164,376.00	\$164,376.00	\$172,479.00	\$172,479.00	
0001-0038-0040 - GENERAL FUND,BUILDING & ZONING,ZONING & SUBDIVISIONS	\$340,127.00	\$321,444.75	\$325,661.00	\$325,661.00	\$331,141.00	\$331,141.00	
0001-0040-0042 - GENERAL FUND,PARKS & RECREATION,PARK OPERATIONS	\$447,308.00	\$451,934.89	\$450,809.00	\$450,809.00	\$514,708.00	\$514,708.00	
0001-0040-0043 - GENERAL FUND,PARKS & RECREATION, RECREATIONAL SERVICES	\$112,185.00	\$117,302.61	\$116,029.00	\$116,029.00	\$120,584.00	\$120,584.00	
0001-0041-0022 - GENERAL FUND,FACILITIES MANAGEMENT,JUVENILE DETENTION	\$203,895.00	\$339,088.21	\$193,235.00	\$193,235.00	\$232,554.00	\$232,554.00	

	2017 Adopted Budget	2017 Actual Amount	2018 Adopted Budget	2018 Amended 2	2019 Department	2019 County	
0001-0041-0045 - GENERAL FUND, FACILITIES MANAGEMENT, METRO COMMUNICATION CTR.	\$104,906.00	\$101,742.65	\$126,224.00	\$126,224.00	\$144,788.00	\$144,788.00	
0001-0041-0046 - GENERAL FUND, FACILITIES MANAGEMENT, 200 W. Front Street Building	\$466,902.00	\$488,331.10	\$494,054.00	\$494,054.00	\$801,424.00	\$801,424.00	
0001-0041-0049 - GENERAL FUND, FACILITIES MANAGEMENT, COURTHOUSE	\$141,794.00	\$145,319.57	\$161,921.00	\$161,921.00	\$184,070.00	\$184,070.00	
0001-0041-0050 - GENERAL FUND, FACILITIES MANAGEMENT, LAW & JUSTICE BUILDING	\$1,849,346.00	\$1,734,937.44	\$1,810,735.00	\$1,855,884.00	\$1,818,180.00	\$1,818,180.00	
0001-0041-0051 - GENERAL FUND,FACILITIES MANAGEMENT,FAIRVIEW BUILDING MAINT.	\$1,200.00	\$1,273.24	\$12,948.00	\$12,948.00	\$17,100.00	\$17,100.00	
0001-0041-0065 - GENERAL FUND,FACILITIES MANAGEMENT,ANIMAL CONTROL	\$0.00	\$0.00	\$0.00	\$0.00	\$56,613.00	\$56,613.00	
0001-0041-0115 - GENERAL FUND, FACILITIES MANAGEMENT, GOVERNMENT CENTER	\$683,298.00	\$1,025,735.16	\$782,658.00	\$782,658.00	\$679,102.00	\$679,102.00	
0001-0043-0047 - GENERAL FUND,INFORMATION SERVICES,DATA PROCESSING	\$1,863,923.00	\$1,790,903.43	\$1,855,559.00	\$1,855,559.00	\$1,754,908.00	\$1,754,908.00	
0001-0043-0048 - GENERAL VFUND,INFORMATION SERVICES,Records Management	\$35,256.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0001-0043-0107 - GENERAL FUND,INFORMATION SERVICES,County GIS	\$175,000.00	\$104,084.30	\$279,798.00	\$279,798.00	\$145,989.00	\$145,989.00	
0001-0047-0039 - GENERAL FUND,EMA,EMA TECH SUPPORT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0001-0047-0052 - GENERAL FUND,EMA,EMA OPERATIONS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0001-0048-0053 - GENERAL FUND,BLOOMINGTON ELECTION COM.,CITY ELECTIONS	\$615,827.00	\$593,328.52	\$596,348.00	\$596,348.00	\$605,355.00	\$605,355.00	
0001-0049-0054 - GENERAL FUND,ASSESSMENT OFFICE,PROPERTY ASSESS/RVW/SUPV.	\$556,829.00	\$522,066.17	\$510,584.00	\$510,584.00	\$559,837.00	\$559,837.00	
0001-0049-0055 - GENERAL FUND,ASSESSMENT OFFICE,BOARD OF REVIEW	\$50,825.00	\$49,027.15	\$50,784.00	\$50,784.00	\$50,879.00	\$50,879.00	
Revenue Totals:	\$36,103,929.00	\$35,861,967.92	\$36,314,589.00	\$36,618,438.00	\$37,211,938.00	\$37,169,859.00	
Expenditure Totals	\$36,103,929.00	\$36,605,509.57	\$36,314,589.00	\$36,626,882.00	\$37,211,938.00	\$37,169,859.00	
Fund Total: GENERAL FUND	\$0.00	(\$743,541.65)	\$0.00	(\$8,444.00)	\$0.00	\$0.00	
Fund: 0007 Shared Sales Tax/Municipalities							
Revenue							
0007-0001-0060 - Shared Sales Tax/Municipalities,COUNTY BOARD,MENTAL HEALTH	\$0.00	\$0.00	\$0.00	\$0.00	\$1,126,574.00	\$1,126,574.00	

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	2017 Adopted Budget	2017 Actual	2018 Adopted	2018 Amended 2	2019 Department	2019 County
0007-0099-0099 - Shared Sales Tax/Municipalities,NON-DEPARTMENTAL,NON- DEPARTMENTAL	\$4,400,000.00	\$3,684,516.89	\$3,800,000.00	\$3,800,000.00	\$3,800,000.00	*2,673,426.00
Revenue Totals	\$4,400,000.00	\$3,684,516.89	\$3,800,000.00	\$3,800,000.00	\$4,926,574.00	\$3,800,000.00
Expenditures						
0007-0001-0060 - Shared Sales Tax/Municipalities,COUNTY BOARD,MENTAL HEALTH	\$0.00	\$0.00	\$0.00	\$0.00	\$1,126,574.00	\$1,126,574.00
0007-0099-0099 - Shared Sales Tax/Municipalities,NON-DEPARTMENTAL,NON- DEPARTMENTAL	\$4,400,000.00	\$1,199,002.00	\$3,800,000.00	\$3,800,000.00	\$3,800,000.00	\$2,673,426.00
Revenue Totals:	\$4,400,000.00	\$3,684,516.89	\$3,800,000.00	\$3,800,000.00	\$4,926,574.00	\$3,800,000.00
Expenditure Totals	\$4,400,000.00	\$1,199,002.00	\$3,800,000.00	\$3,800,000.00	\$4,926,574.00	\$3.800,000.00
Fund Total: Shared Sales Tax/Municipalities	\$0.00	\$2,485,514.89	\$0.00	\$0.00	\$0.00	\$0:00
Fund: 0010 Regional Planning					-	
Revenue						
0010-0010-0120 - Regional Planning,Regional GPlanning,General Admin	\$0.00	\$0.00	\$0.00	\$0.00	\$851,912.00	\$851,912.00
Revenue Totals,	. \$0.00	\$0.00	\$0.00	\$0.00	. \$851,912.00	\$851,912.00
Expenditures						
0010-0010-0120 - Regional Planning,Regional Planning,General Admin	\$0.00	\$0.00	\$0.00	\$0.00	\$175,593.00	\$175,593.00
0010-0010-0121 - Regional Planning,Regional Planning,Local & Tech	\$0.00	\$0.00	\$0.00	\$0.00	\$79,900.00	\$79,900.00
0010-0010-0122 - Regional Planning,Regional Planning,Comp Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$174,880.00	\$174,880.00
0010-0010-0123 - Regional Planning,Regional Planning,Transportation (TIP)	\$0.00	\$0.00	\$0.00	\$0.00	\$141,720.00	\$141,720.00
0010-0010-0124 - Regional Planning,Regional Planning,Ed & Outreach	\$0.00	\$0.00	\$0.00	\$0.00	\$67,250.00	\$67,250.00
0010-0010-0125 - Regional Planning,Regional Planning,HSTP	\$0.00	\$0.00	\$0.00	\$0.00	\$65,173.00	\$65,173.00
0010-0010-0126 - Regional Planning,Regional Planning,Data Gathering	\$0.00	\$0.00	\$0.00	\$0.00	\$103,675.00	\$103,675.00
0010-0010-0127 - Regional Planning,Regional Planning,Housing	\$0.00	\$0.00	\$0.00	\$0.00	\$43,721.00	\$43,721.00
Revenue Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$851,912.00	\$851.912.00
Expenditure Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$851,912.00	\$851,912.00
Fund Total: Regional Planning	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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	2017 Adopted Budget	2017 Actual	2018 Adopted	2018 Amended	2018 Amended 2019 Department	2019 County	
Fund: 0102 DENTAL SEALANT GRANT				Taking T	Dead	Administrator	
Revenue							
0102-0061-0062 - DENTAL SEALANT GRANT,HEALTH DEPARTMENT,PERSONAL HEALTH SERVICES	\$533,155.00	\$438,599.45	\$580,352.00	\$580,352.00	\$547,760.00	\$547,760.00	
Revenue Totals	\$533,155.00	\$438,599.45	\$580,352.00	\$580,352.00	\$547.760.00	\$547,760,00	
Expenditures							
0102-0061-0062 - DENTAL SEALANT GRANT,HEALTH DEPARTMENT,PERSONAL HEALTH SERVICES	\$533,155.00	\$473,473.26	\$580,352.00	\$580,352.00	\$547,760.00	\$547,760.00	
Revenue Totals:	\$533,155.00	\$438,599.45	\$580,352.00	\$580,352.00	\$547,760,00	\$547 760 00	
Expenditure Totals	\$533,155.00	\$473,473.26	\$580,352.00	\$580,352.00	\$547.760.00	\$547,760.00	
Fund Total: DENTAL SEALANT GRANT	\$0.00	(\$34,873.81)	\$0.00	\$0.00	\$0.00	\$0.00	
Fund: 0103 HEALTH DEPT WIC							
Revenue							
0103-0061-0062 - HEALTH DEPT WIC,HEALTH	\$514,181.00	\$469,838.38	\$501,434.00	\$501,434.00	\$569,154.00	\$569,154.00	
O103-0061-0064 - HEALTH DEPT WIC,HEALTH DEPARTMENT,IMMUNIZATION PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00	. \$0.00	. \$0.00	
Revenue Totals	\$514,181.00	\$469,838.38	\$501,434.00	\$501,434.00	\$569,154.00	\$569.154.00	
Expenditures							
0103-0061-0062 - HEALTH DEPT WIC,HEALTH DEPARTMENT,PERSONAL HEALTH SERVICES	\$514,181.00	\$453,131.57	\$501,434.00	\$501,434.00	\$569,154.00	\$569,154.00	
0103-0061-0064 - HEALTH DEPT WIC,HEALTH DEPARTMENT,IMMUNIZATION PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Revenue Totals:	\$514,181.00	\$469,838.38	\$501,434.00	\$501,434.00	\$569.154.00	\$569 154 00	
Expenditure Totals	\$514,181.00	\$453,131.57	\$501,434.00	\$501,434.00	\$569.154.00	\$569 154 00	
Fund Total: HEALTH DEPT WIC	\$0.00	\$16,706.81	\$0.00	00.08	80.08	90.4.00 #0.00	
Fund: 0105 PREVENTIVE HEALTH PROGRAM			•		2	90.00	
Revenue							
0105-0061-0062 - PREVENTIVE HEALTH PROGRAM, HEALTH DEPARTMENT, PERSONAL HEALTH SERVICES	\$13,714.00	\$11,219.80	\$9,435.00	\$9,435.00	\$0.00	\$0.00	
0105-0061-0067 - PREVENTIVE HEALTH PROGRAM,HEALTH DEPARTMENT,HEALTH PROMOTION	\$114,219.00	\$159,434.95	\$164,274.00	\$164,274.00	\$25,000.00	\$56,380.00	
Revenue Totals	\$127,933.00	\$170,654.75	\$173,709.00	\$173,709.00	\$25,000.00	\$56,380.00	

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	2017 Adopted Budget	2017 Actual Amount	2018 Adopted	2018 Amended 2	2019 Department	2019 County	
Expenditures 0105-0061-0062 - PREVENTIVE HEALTH PROGRAM,HEALTH DEPARTMENT,PERSONAL HFALTH SERVICES	\$13,714.00	\$9,784.92	\$9,435.00	\$9,435.00	\$0.00	\$0.00	
0105-0061-0067 - PREVENTIVE HEALTH PROGRAM,HEALTH DEPARTMENT,HEALTH PROMOTION	\$114,219.00	\$151,191.22	\$164,274.00	\$164,274.00	\$25,000.00	\$56,380.00	
Revenue Totals:	\$127,933.00	\$170.654.75	\$173.709.00	\$173 709 00	425,000,00	950 00	
Expenditure Totals	\$127,933.00	\$160,976.14	\$173,709,00	\$173.709.00	\$25,000.00	\$56,380.00	
Fund Total: PREVENTIVE HEALTH PROGRAM	\$0.00	\$9,678.61	\$0.00	00:0\$	\$0.00	00.080.00	
Fund: 0106 FAMILY CASE MANAGEMENT		•			<del>}</del>	00.00	
Revenue							
0106-0061-0062 - FAMILY CASE MANAGEMENT,HEALTH DEPARTMENT,PERSONAL HEALTH SERVICES	\$1,130,860.00	\$1,075,854.82	\$1,354,977.00	\$1,354,977.00	\$1,402,304.00	\$1,402,304.00	
0106-0061-0064 - FAMILY CASE MANAGEMENT, HEALTH 	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Hevenue Totals	\$1,130,860.00	\$1,075,854.82	\$1,354,977.00	\$1,354,977.00	\$1,402,304.00	\$1,402,304.00	•
Expenditures	•	•					•
0106-0061-0062 - FAMILY CASE MANAGEMENT, HEALTH DEPARTMENT, PERSONAL HEALTH SERVICES	\$1,130,860.00	\$1,057,047.23	\$1,354,977.00	\$1,354,977.00	\$1,402,304.00	\$1,402,304.00	
0106-0061-0064 - FAMILY CASE MANAGEMENT,HEALTH DEPARTMENT,IMMUNIZATION PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Revenue Totals:	\$1,130,860.00	\$1,075,854.82	\$1,354,977.00	\$1,354,977.00	\$1,402,304.00	\$1.402.304.00	
Expenditure Totals	\$1,130,860.00	\$1,057,047.23	\$1,354,977.00	\$1,354,977.00	\$1,402,304.00	\$1 402 304 00	
Fund Total: FAMILY CASE MANAGEMENT	\$0.00	\$18,807.59	\$0.00	\$0.00	\$0.00	00.08	
Fund: 0107 AIDS/COMM.DISEASE CONTROL				•		) }	
Revenue							
0107-0061-0061 - AIDS/COMM.DISEASE CONTROL, HEALTH DEPARTMENT ENVIRONMENTAL LIEALTH	\$36,744.00	\$23,434.71	\$32,732.00	\$32,732.00	\$32,414.00	\$32,414.00	
0107-0061-0062 - AIDS/COMM.DISEASE CONTROL,HEALTH DEPARTMENT,PERSONAL HEALTH SERVICES	\$231,741.00	\$226,121.87	\$222,219.00	\$222,219.00	\$227,704.00	\$227,704.00	

0107-0061-0064 - AIDS/COMM.DISEASE CONTROL, HEALTH	2017 Adopted Budget \$0.00	2017 Actual Amount \$0.00	2018 Adopted Budget \$0.00	2018 Amended 2019 Department Budget Head \$0.00	019 Department Head \$0.00	2019 County Administrator \$0.00
DEPARTMENT; IMMUNIZATION PROGRAM						
	\$268,485.00	\$249,556.58	\$254,951.00	\$254,951.00	\$260,118.00	\$260,118.00
0107-0061-0061 - AIDS/COMM.DISEASE CONTROL, HEALTH DEPARTMENT, ENVIRONMENTAL HEALTH	\$37,249.00	\$23,463.93	\$32,732.00	\$32,732.00	\$32,414.00	\$32,414.00
0107-0061-0062 - AIDS/COMM.DISEASE CONTROL, HEALTH DEPARTMENT, PERSONAL HEALTH SERVICES	\$231,236.00	\$210,950.84	\$222,219.00	\$222,219.00	\$227,704.00	\$227,704.00
0107-0061-0064 - AIDS/COMM.DISEASE CONTROL, HEALTH DEPARTMENT, IMMUNIZATION PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$268,485.00	\$249,556.58	\$254,951.00	\$254,951.00	\$260,118.00	\$260.118.00
	\$268,485.00	\$234,414.77	\$254,951.00	\$254,951.00	\$260,118.00	\$260,118.00
Fund Total: AIDS/COMM.DISEASE CONTROL	\$0.00	\$15,141.81	\$0.00	\$0.00	80.00	00 0\$
Fund: 0109 FED.FINANCIAL PART.PROG. Revenue						
0109-0061-0062 - FED.FINANCIAL PART.PROG.,HEALTH	\$305,147.00	\$350,602.02	\$531,241.00	\$531,241.00	\$406,037.00	\$406,037.00
DEPARTMENT, PERSONAL HEALTH SERVICES						
0109-0061-0064 - FED.FINANCIAL PART.PROG.,HEALTH DEPARTMENT,IMMUNIZATION PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$305,147.00	\$350,602.02	\$531,241.00	\$531,241.00	\$406,037.00	\$406,037.00
0109-0061-0062 - FED.FINANCIAL PART.PROG.,HEALTH DEPARTMENT,PERSONAL HEALTH SERVICES	\$305,147.00	\$50,000.00	\$531,241.00	\$531,241.00	\$406,037.00	\$406,037.00
0109-0061-0064 - FED.FINANCIAL PART.PROG.,HEALTH DEPARTMENT,IMMUNIZATION PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$305,147.00	\$350,602.02	\$531,241.00	\$531,241.00	\$406,037.00	\$406.037.00
	\$305,147.00	\$50,000.00	\$531,241.00	\$531,241,00	\$406.037.00	\$406,037,00
Fund Total: FED.FINANCIAL PART.PROG.	\$0.00	\$300,602.02	\$0.00	\$0.00	\$0.00	\$0.00

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	2017 Adopted Budget	2017 Actual	2018 Adopted	2018 Amended 2	2019 Department	2019 County	
Fund: 0110 PERSONS/DEV.DISABILITY						) The second sec	
Revenue							
0110-0061-0060 - PERSONS/DEV.DISABILITY,HEALTH DEPARTMENT,MENTAL HEALTH	\$718,843.00	\$718,401.86	\$727,346.00	\$727,346.00	\$737,690.00	\$737,690.00	
0110-0061-0062 - PERSONS/DEV. DISABILITY,HEALTH DEPARTMENT, PERSONAL HEALTH SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Revenue Totals	\$718,843.00	\$718,401.86	\$727,346.00	\$727,346.00	\$737,690.00	\$737,690.00	
LAPERIONALES 0110-0061-0060 - PERSONS/DEV.DISABILITY,HEALTH DEPARTMENT,MENTAL HEALTH	\$718,843.00	\$766,773.21	\$727,346.00	\$727,346.00	\$737,690.00	\$737,690.00	
0110-0061-0062 - PERSONS/DEV.DISABIL!TY,HEALTH DEPARTMENT,PERSONAL HEALTH SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Revenue Totals:	\$718,843.00	\$718,401.86	\$727,346.00	\$727,346.00	\$737,690.00	\$737,690.00	
Expenditure Totals	\$718,843.00	\$766,773.21	\$727,346.00	\$727,346.00	\$737,690.00	\$737,690.00	
Fund Total: PERSONS/DEV.DISABILITY	\$0.00	(\$48,371.35)	\$0.00	\$0.00	\$0.00	\$0.00	
Fund: 0112 HEALTH DEPARTMENT				•	•	•	
Revenue							
0112-0061-0060 - HEALTH DEPARTMENT,HEALTH DEPARTMENT,MENTAL HEALTH	\$1,257,139.00	\$1,256,262.10	\$1,444,863.00	\$1,444,863.00	\$1,403,348.00	\$1,403,348.00	
0112-0061-0061 - HEALTH DEPARTMENT,HEALTH DEPARTMENT,ENVIRONMENTAL HEALTH	\$899,989.00	\$824,735.43	\$911,895.00	\$911,895.00	\$948,432.00	\$948,432.00	
0112-0061-0062 - HEALTH DEPARTMENT,HEALTH DEPARTMENT,PERSONAL HEALTH SERVICES	\$971,687.00	\$918,119.81	\$938,475.00	\$938,475.00	\$651,509.00	\$651,509.00	
0112-0061-0063 - HEALTH DEPARTMENT, HEALTH DEPARTMENT, ADMINISTRATIVE SUPPORT	\$589,924.00	\$529,491.92	\$660,256.00	\$660,256.00	\$618,874.00	\$618,874.00	
0112-0061-0064 - HEALTH DEPARTMENT, HEALTH DEPARTMENT, IMMUNIZATION PROGRAM	\$509,294.00	\$454,174.80	\$542,812.00	\$542,812.00	\$627,444.00	\$627,444.00	
0112-0061-0065 - HEALTH DEPARTMENT, HEALTH DEPARTMENT, ANIMAL CONTROL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0112-0061-0066 - HEALTH DEPARTMENT,HEALTH DEPARTMENT,MUNICIPAL WARDEN/AN.CONTF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

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	2017 Adopted Budget	2017 Actual	2018 Adopted	2018 Amended 20	2019 Department	2019 County
0112-0061-0067 - HEALTH DEPARTMENT,HEALTH DEPARTMENT,HEALTH PROMOTION	\$172,054.00	\$140,543.57	\$171,732.00	\$171,732.00	\$319,854.00	\$292,643.00
0112-0061-0069 - HEALTH DEPARTMENT,HEALTH DEPARTMENT,Problem Solving Courts	\$185,900.00	\$185,770.32	\$208,000.00	\$208,000.00	\$209,200.00	\$209,200.00
0112-0061-0096 - HEALTH DEPARTMENT,HEALTH DEPARTMENT,Community Outreach	\$230,450.00	\$93,699.24	\$116,245.00	\$116,245.00	\$106,000.00	\$181,614.00
0112-0061-0111 - HEALTH DEPARTMENT,HEALTH DEPARTMENT,TB Care & Treatment Program	\$292,720.00	\$287,211.48	\$292,504.00	\$292,504.00	\$283,712.00	\$283,712.00
Revenue Totals Expenditures	\$5,109,157.00	\$4,690,008.67	\$5,286,782.00	\$5,286,782.00	\$5,168,373.00	\$5,216,776.00
0112-0061-0060 - HEALTH DEPARTMENT,HEALTH DEPARTMENT,MENTAL HEALTH	\$1,257,139.00	\$1,247,974.61	\$1,444,863.00	\$1,444,863.00	\$1,403,348.00	\$1,403,348.00
0112-0061-0061 - HEALTH ©DEPARTMENT, HEALTH ©DEPARTMENT, ENVIRONMENTAL HEALTH	\$899,989.00	\$866,900.19	\$911,895.00	\$911,895.00	\$948,432.00	\$948,432.00
0112-0061-0062 - HEALTH DEPARTMENT, HEALTH DEPARTMENT, PERSONAL HEALTH SERVICES	\$971,687.00	\$889,842.70	\$938,475.00	. \$938,475.00	\$651,509.00	\$651,509.00
0112-0061-0063 - HEALTH DEPARTMENT,HEALTH DEPARTMENT,ADMINISTRATIVE SUPPORT	\$589,924.00	\$526,615.11	\$660,256.00	\$660,256.00	\$618,874.00	\$618,874.00
0112-0061-0064 - HEALTH DEPARTMENT,HEALTH DEPARTMENT,IMMUNIZATION PROGRAM	\$509,294.00	\$514,707.03	\$542,812.00	\$543,762.00	\$627,444.00	\$627,444.00
0112-0061-0065 - HEALTH DEPARTMENT, HEALTH DEPARTMENT, ANIMAL CONTROL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0112-0061-0066 - HEALTH DEPARTMENT,HEALTH DEPARTMENT,MUNICIPAL WARDEN/AN.CONTF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0112-0061-0067 - HEALTH DEPARTMENT, HEALTH DEPARTMENT, HEALTH PROMOTION	\$172,054.00	\$126,876.02	\$171,732.00	\$171,732.00	\$319,854.00	\$292,643.00
0112-0061-0069 - HEALTH DEPARTMENT,HEALTH DEPARTMENT,Problem Solving Courts	\$185,900.00	\$208,000.00	\$208,000.00	\$208,000.00	\$209,200.00	\$209,200.00
0112-0061-0096 - HEALTH DEPARTMENT, HEALTH DEPARTMENT, Community Outreach	\$230,450.00	\$116,112.84	\$116,245.00	\$116,245.00	\$106,000.00	\$181,614.00

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	2017 Adopted Budget	2017 Actual Amount	2018 Adopted Budget	2018 Amended 2 Budget	2019 Department Head	2019 County Administrator
0112-0061-0111 - HEALTH DEPARTMENT,HEALTH DEPARTMENT,TB Care & Treatment Program	\$292,720.00	\$269,153.54	\$292,504.00	\$292,504.00	\$283,712.00	\$283,712.00
Revenue Totals:	\$5,109,157.00	\$4,690,008.67	\$5,286,782.00	\$5,286,782.00	\$5,168,373.00	\$5,216,776.00
Expenditure Totals	\$5,109,157.00	\$4,766,182.04	\$5,286,782.00	\$5,287,732.00	\$5,168,373.00	\$5,216,776.00
Fund Total: HEALTH DEPARTMENT	\$0.00	(\$76,173.37)	\$0.00	(\$950.00)	\$0.00	\$0.00
Fund: 0120 HIGHWAY						
Revenue						
0120-0055-0056 - HIGHWAY,COUNTY HIGHWAY,ROAD & BRIDGE CONSTRUCT'N	\$3,999,120.00	\$4,401,513.77	\$3,863,873.00	\$4,128,873.00	\$3,888,032.00	\$3,888,032.00
Revenue Totals	\$3,999,120.00	\$4,401,513.77	\$3,863,873.00	\$4,128,873.00	\$3,888,032.00	\$3,888,032.00
Expenditures						
0120-0055-0056 - HIGHWAY,COUNTY HIGHWAY,ROAD & BRIDGE CONSTRUCT'N	\$3,999,120.00	\$4,259,749.86	\$3,863,873.00	\$5,285,873.00	\$3,888,032.00	\$3,888,032.00
Revenue Totals:	\$3,999,120.00	\$4,401,513.77	\$3,863,873.00	\$4,128,873.00	\$3,888,032.00	\$3,888,032.00
Expenditure Totals	\$3,999,120.00	\$4,259,749.86	\$3,863,873.00	\$5,285,873.00	\$3,888,032.00	\$3,888,032.00
Sand Total: HIGHWAY	\$0.00	\$141,763.91	\$0.00	(\$1,157,000.00)	\$0.00	\$0.00
Fund: 0121 BRIDGE MATCHING FUND	•	•	•		•	•
Revenue						
0121 - BRIDGE MATCHING FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0121-0055-0056 - BRIDGE MATCHING FUND,COUNTY HIGHWAY,ROAD & BRIDGE CONSTRUCT'N	\$2,693,675.00	\$1,964,511.77	\$2,651,542.00	\$2,651,542.00	\$2,319,069.00	\$2,319,069.00
Revenue Totals	\$2,693,675.00	\$1,964,511.77	\$2,651,542.00	\$2,651,542.00	\$2,319,069.00	\$2,319,069.00
Expenditures						
0121-0055-0056 - BRIDGE MATCHING FUND,COUNTY HIGHWAY,ROAD & BRIDGE CONSTRUCT'N	\$2,693,675.00	\$2,814,071.60	\$2,651,542.00	\$2,651,542.00	\$2,319,069.00	\$2,319,069.00
Revenue Totals:	\$2,693,675.00	\$1,964,511.77	\$2,651,542.00	\$2,651,542.00	\$2,319,069.00	\$2,319,069.00
Expenditure Totals	\$2,693,675.00	\$2,814,071.60	\$2,651,542.00	\$2,651,542.00	\$2,319,069.00	\$2,319,069.00
Fund Total: BRIDGE MATCHING FUND	\$0.00	(\$849,559.83)	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0122 MCLEAN COUNTY MATCHING						
Revenue						
0122-0055-0056 - MCLEAN COUNTY MATCHING,COUNTY HIGHWAY,ROAD & BRIDGE CONSTRUCT'N	\$2,432,918.00	\$1,431,790.75	\$1,800,098.00	\$1,800,098.00	\$2,022,065.00	\$2,022,065.00
Revenue Totals	\$2,432,918.00	\$1,431,790.75	\$1,800,098.00	\$1,800,098.00	\$2,022,065.00	\$2,022,065.00

	2017 Adopted Budget	2017 Actual Amount	2018 Adopted	2018 Amended 2	2019 Department	2019 County
Expenditures 0122-0055-0056 - MCLEAN COUNTY MATCHING,COUNTY HIGHWAY,ROAD & BRIDGE CONSTRUCT'N	\$2,432,918.00	\$1,511,703.86	\$1,800,098.00	\$1,800,098.00	\$2,022,065.00	\$2,022,065.00
Revenue Totals: Expenditure Totals Fund Total: MCLEAN COUNTY MATCHING Fund: 0123 MOTOR FUEL TAX Revenue	\$2,432,918.00 \$2,432,918.00 \$0.00	\$1,431,790.75 \$1,511,703.86 (\$79,913.11)	\$1,800,098.00 \$1,800,098.00 \$0.00	\$1,800,098.00 \$1,800,098.00 \$0.00	\$2,022,065.00 \$2,022,065.00 \$0.00	\$2,022,065.00 \$2,022,065.00 \$0.00
0123-0055-0056 - MOTOR FUEL TAX,COUNTY HIGHWAY,ROAD & BRIDGE CONSTRUCT'N	\$3,639,928.00	\$2,795,729.66	\$4,233,278.00	\$4,233,278.00	\$4,587,082.00	\$4,587,082.00
Revenue Totals Expenditures	\$3,639,928.00	\$2,795,729.66	\$4,233,278.00	\$4,233,278.00	\$4,587,082.00	\$4,587,082.00
0123-0055-0056 - MOTOR FUEL TAX,COUNTY HIGHWAY,ROAD & BRIDGE CONSTRUCT'N	\$3,639,928.00	\$2,514,364.42	\$4,233,278.00	\$4,233,278.00	\$4,587,082.00	\$4,587,082.00
Revenue Totals:  Compenditure Totals  Fund Total: MOTOR FUEL TAX  Fund: 0129 CHILDREN'S ADVOCACY CNTR  Revenue	\$3,639,928.00 \$3,639,928.00	\$2,795,729.66 \$2,514,364.42 \$281,365.24	\$4,233,278.00 \$4,233,278.00 \$0,00	\$4,233,278.00 \$4,233,278.00 \$0.00	\$4,587,082.00 \$4,587,082.00 \$0.00	\$4,587,082.00 \$4,587,082.00
0129-0062-0021 - CHILDREN'S ADVOCACY CNTR,CHILDREN'S ADVOCACY CNTR,CHILDREN'S ADVOCACY PROG.	\$344,546.00	\$456,535.36	\$493,826.00	\$493,826.00	\$440,468.00	\$440,463.00
0129-0062-0097 - CHILDREN'S ADVOCACY CNTR, CHILDREN'S ADVOCACY CNTR, CASA	\$201,037.00	\$200,999.78	\$207,621.00	\$207,621.00	\$209,383.00	\$209,383.00
0129-0062-0101 - CHILDREN'S ADVOCACY CNTR,CHILDREN'S ADVOCACY CNTR.,Multi- County Services	\$149,909.00	\$119,325.05	\$143,986.00	\$143,986.00	\$154,128.00	\$154,128.00
Revenue Totals Expenditures	\$695,492.00	\$776,860.19	\$845,433.00	\$845,433.00	\$803,979.00	\$803,979.00
0129-0062-0021 - CHILDREN'S ADVOCACY CNTR,CHILDREN'S ADVOCACY CNTR,CHILDREN'S ADVOCACY PROG.	\$344,546.00	\$379,968.63	\$493,826.00	\$493,826.00	\$452,161.00	\$452,161.00

	2017 Adopted Budget	2017 Actual Amount	2018 Adopted Budget	2018 Amended Budget	2018 Amended 2019 Department Budget	2019 County
0129-0062-0097 - CHILDREN'S ADVOCACY CNTR, CHILDREN'S ADVOCACY CNTR, CASA	\$201,037.00	\$200,549.00	\$207,621.00	\$207,621.00	\$208,477.00	\$208,477.00
0129-0062-0101 - CHILDREN'S ADVOCACY CNTR,CHILDREN'S ADVOCACY CNTR.,Multi- County Services	\$149,909.00	\$135,352.93	\$143,986.00	\$143,986.00	\$143,341.00	\$143,341.00
Revenue Totals:	\$695,492.00	\$776,860.19	\$845,433.00	\$845,433.00	\$803,979.00	\$803,979.00
Expenditure Totals	\$695,492.00	\$715,870.56	\$845,433.00	\$845,433.00	\$803.979.00	\$803.979.00
Fund Total: CHILDREN'S ADVOCACY CNTR	\$0.00	\$60,989.63	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0130 SOCIAL SECURITY EXPENSE						
Revenue						
0130-0069-0070 - SOCIAL SECURITY EXPENSE,SOCIAL SECURITY/IMRF,SOCIAL SECURITY	\$2,678,287.00	\$2,401,789.36	\$2,606,047.00	\$2,606,047.00	\$2,664,682.00	\$2,664,682.00
Revenue Totals	\$2,678,287.00	\$2,401,789.36	\$2,606,047.00	\$2,606,047.00	\$2,664,682.00	\$2,664,682.00
Expenditures						
0130-0069-0070 - SOCIAL SECURITY EXPENSE, SOCIAL SECURITY/IMRF, SOCIAL SSECURITY	\$2,678,287.00	\$2,447,557.49	\$2,606,047.00	\$2,606,047.00	\$2,664,682.00	\$2,664,682.00
` Revenue-Totals:	\$2,678,287.00	\$2,401,789.36	\$2,606,047.00	\$2,606,047.00	\$2,664,682.00	. \$2,664,682.00
Expenditure Totals	\$2,678,287.00	\$2,447,557.49	\$2,606,047.00	\$2,606,047.00	\$2,664,682.00	\$2,664,682.00
Fund Total: SOCIAL SECURITY EXPENSE	\$0.00	(\$45,768.13)	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0131 I.M.R.F. FUND						
Revenue						
0131-0069-0071 - I.M.R.F. FUND,SOCIAL SECURITY/IMRF,IMRF	\$4,707,344.00	\$4,327,018.48	\$4,598,076.00	\$4,598,076.00	\$4,313,100.00	\$4,313,100.00
Revenue Totals	\$4,707,344.00	\$4,327,018.48	\$4,598,076.00	\$4,598,076.00	\$4,313,100.00	\$4,313,100.00
Expenditures						
0131-0069-0071 - I.M.R.F. FUND,SOCIAL SECURITY/IMRF,IMRF	\$4,707,344.00	\$4,219,084.41	\$4,598,076.00	\$4,598,076.00	\$4,313,100.00	\$4,313,100.00
Revenue Totals:	\$4,707,344.00	\$4,327,018.48	\$4,598,076.00	\$4,598,076.00	\$4,313,100.00	\$4,313,100.00
Expenditure Totals	\$4,707,344.00	\$4,219,084.41	\$4,598,076.00	\$4,598,076.00	\$4,313,100.00	\$4,313,100.00
Fund Total: I.M.R.F. FUND	\$0.00	\$107,934.07	\$0.00	\$0.00	\$0.00	\$0.00

## Annual Budget by Organization Report

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Thursday, November 15, 2018

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	2017 Adopted Budget	2017 Actual	2018 Adopted	2018 Amended 2019 Department	019 Department	2019 County	
0135-0077-0073 - TORT JUDGEMENT,TORT JUDGMENT,RISK MANAGEMENT/JAIL	\$1,217,850.00	\$1,092,254.88	\$1,211,230.00	\$1,211,230.00	\$1,138,868.00	### ### ##############################	
0135-0077-0077 - TORT JUDGEMENT, TORT JUDGMENT, RISK MANAGEMENT/INSURANCE	\$1,705,231.00	\$1,761,507.76	\$1,623,659.00	\$1,623,659.00	\$1,872,234.00	\$1,872,234.00	
0135-0077-0078 - TORT JUDGEMENT, TORT JUDGMENT, RISK MANAGEMENT/CIVIL	\$238,664.00	\$225,003.11	\$264,886.00	\$264,886.00	\$239,382.00	\$239,382.00	
Revenue Totals:	\$3,280,099.00	\$3,290,790.27	\$3.221.599.00	\$3 221 599 00	43 369 409 00	¢2 260 400 00	
Expenditure Totals	\$3,280,099.00	\$3,162,284.58	\$3.221,599.00	\$3.221.599.00	\$3.369.429.00	\$3,369,429.00	
Fund Total: TORT JUDGEMENT	\$0.00	\$128,505.69	00.08	00:030;	00.024,500,00 00.00	90,908,429.00 \$0.00	
Fund: 0136 VETERANS ASSISTANCE COMM.		•		) }	00.00	90.00	
Revenue							
0136-0065-0074 - VETERANS ASSISTANCE COMM., VETERAN'S ASSISTANCE, VETERAN'S ASSISTANCE	\$195,676.00	\$172,969.98	\$192,515.00	\$192,515.00	\$195,859.00	\$195,859.00	
Revenue Totals	\$195,676.00	\$172,969.98	\$192,515.00	\$192,515.00	\$195.859.00	\$195 859 00	
Expenditures							
COOMM., VETERAN'S ASSISTANCE CICOMM., VETERAN'S ASSISTANCE, VETERAN'S ASSISTANCE, VETERAN'S	\$195,676.00	\$171,684.28	\$192,515.00	\$192,515.00	\$195,859.00	\$195,859.00	
Revenue Totals:	\$195,676.00	\$172,969.98	\$192,515,00	\$192.515.00	\$195 859 00		
Expenditure Totals	\$195,676.00	\$171,684.28	\$192,515.00	\$192,515.00	\$195,859.00	#105,053.00	
Fund Total: VETERANS ASSISTANCE COMM.	\$0.00	\$1,285.70	00 0	00 04	00.000,001.0	00.850,031.00	
Fund: 0137 RECORDER DOCUMENT STORAGE			) ) )	2	00.00	\$0.00	
Revenue							
0137-0005-0008 - RECORDER DOCUMENT STORAGE,COUNTY CLERK,LEGAL RECORDS DOCUMENT'N	\$110,756.00	\$91,668.00	\$110,756.00	\$110,756.00	\$110,254.00	\$110,254.00	
0137-0006-0008 - RECORDER DOCUMENT STORAGE,COUNTY RECORDER,LEGAL RECORDS DOCUMENT'N	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Revenue Totals	\$110,756.00	\$91,668.00	\$110,756.00	\$110,756.00	\$110.254.00	\$110.254.00	
Expenditures							
0137-0005-0008 - RECORDER DOCUMENT STORAGE,COUNTY CLERK,LEGAL RECORDS DOCUMENT'N	\$110,756.00	\$98,142.10	\$110,756.00	\$110,756.00	\$110,254.00	\$110,254.00	
0137-0006-0008 - RECORDER DOCUMENT STORAGE,COUNTY RECORDER,LEGAL RECORDS DOCUMENT'N	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Revenue Totals:	\$110,756.00	\$91,668.00	\$110,756.00	\$110.756.00	\$110.254.00	\$110.054.00	
Expenditure Totals	\$110,756.00	\$98,142.10	\$110,756.00	\$110.756.00	\$110.254.00	\$110.254.00	
Fund Total: RECORDER DOCUMENT STORAGE	\$0.00	(\$6,474.10)	\$0.00	\$0.00	\$0.00	\$0.00	

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	2017 Adopted Budget	2017 Actual	2018 Adopted	2018 Amended	2018 Amended 2019 Department	2019 County	
Fund: 0138 CIRCUIT CLK/OPER & ADMIN			To Book	Pagana	пеад	Administrator	J
Revenue							
0138-0015-0011 - CIRCUIT CLK/OPER & ADMIN,CIRCUIT CLERK,ADMINISTRATIVE SERVICES	\$45,456.00	\$33,713.69	\$44,878.00	\$44,878.00	\$44,386.00	\$44,386.00	
Revenue Totals	\$45,456.00	\$33,713.69	\$44,878.00	\$44.878.00	\$44 386 00	\$44.386.00	
Expenditures						00:00:1	
0138-0015-0011 - CIRCUIT CLK/OPER & ADMIN,CIRCUIT CLERK,ADMINISTRATIVE SERVICES	\$45,456.00	\$28,079.66	\$44,878.00	\$51,328.00	\$44,386.00	\$44,386.00	
Revenue Totals:	\$45.456.00	\$33,713,69	\$44 878 00	\$44 B78 00	000000	0000	
Expenditure Totals	\$45,456.00	\$28.079.66	\$44.878.00	\$51,328,00	944,306.00	\$44,386.00	
Fund Total: CIRCUIT CLK/OPER & ADMIN	00 0\$	\$5 634 03	80.00	(46 4E0 00)	944,366.00	\$44,386.00	
Fund: 0140 CIRCUIT CLERK AUTOMATION			9	(00.00+,04)	\$0.0¢	\$0.00	
Revenue							
0140-0015-0014 - CIRCUIT CLERK	\$486,000.00	\$496,420.87	\$486,000.00	\$486,000.00	\$486,000.00	\$486,000.00	
. Revenue Totals	\$486,000.00	\$496,420.87	\$486,000.00	. \$486,000.00	\$486,000.00	\$486.000.00	
Expenditures							
0140-0015-0014 - CIRCUIT CLERK AUTOMATION,CIRCUIT CLERK,AUTOMATION	\$486,000.00	\$373,127.54	\$486,000.00	\$525,002.00	\$486,000.00	\$486,000.00	
Revenue Totals:	\$486,000.00	\$496,420.87	\$486,000.00	\$486,000.00	\$486.000.00	\$486,000,00	
Expenditure Totals	\$486,000.00	\$373,127.54	\$486,000.00	\$525,002,00	\$486,000,00	\$486,000,00	
Fund Total: CIRCUIT CLERK AUTOMATION	\$0.00	\$123,293.33	\$0.00	(\$39,002.00)	00.08	\$0.00 \$0.00	
Fund: 0141 COURT SECURITY						) }	
Revenue							
0141-0029-0035 - COURT SECURITY, SHERIFF, COURT SECURITY	\$472,051.00	\$257,092.63	\$511,455.00	\$511,455.00	\$569,465.00	\$569,465.00	
Revenue Totals	\$472,051.00	\$257,092.63	\$511,455.00	\$511,455.00	\$569,465.00	\$569,465.00	
Expenditures							
0141-0029-0035 - COURT SECURITY,SHERIFF,COURT SECURITY	\$472,051.00	\$440,125.82	\$511,455.00	\$511,455.00	\$569,465.00	\$569,465.00	
Revenue Totals:	\$472,051.00	\$257,092.63	\$511,455.00	\$511,455.00	\$569,465,00	\$569 465 00	
Expenditure Totals	\$472,051.00	\$440,125.82	\$511,455.00	\$511,455.00	\$569,465.00	\$569.465.00	
Fund Total: COURT SECURITY	\$0.00	(\$183,033.19)	\$0.00	\$0.00	\$0.00	\$0.00	

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			Sammary				
	2017 Adopted	2017 Actual	2018 Adopted	2018 Amended	2018 Amended 2019 Department	2019 County	
Fund: 0142 COURT DOCUMENT STORAGE	3	TINO III	Jahnna	Budget	Head	Administrator	
Revenue							
0142-0015-0011 - COURT DOCUMENT STORAGE,CIRCUIT CLERK,ADMINISTRATIVE SERVICES	\$350,000.00	\$367,605.69	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00	
Revenue Totals	\$350,000.00	\$367,605.69	\$350,000.00	\$350,000.00	\$350,000,00	\$350,000,00	
Expenditures					000000000000000000000000000000000000000	00.000,000	
0142-0015-0011 - COURT DOCUMENT STORAGE,CIRCUIT CLERK,ADMINISTRATIVE SERVICES	\$350,000.00	\$221,305.24	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00	
Revenue Totals:	\$350,000.00	\$367,605.69	\$350,000,00	\$350,000,00	\$350,000,00	\$250,000	
Expenditure Totals	\$350,000.00	\$221,305.24	\$350,000.00	\$350,000,00	\$350,000,00	\$350,000.00 \$350,000.00	
Fund Total: COURT DOCUMENT STORAGE	\$0.00	\$146,300.45	\$0.00	\$0.00	00.000,000	00.000,0004	
Fund: 0143 CHILD SUPPORT COLLECTION					00.00	\$0.00	
Revenue							
0143-0015-0013 - CHILD SUPPORT © COLLECTION, CIRCUIT CLERK, CIVIL CASES	\$111,075.00	\$55,288.40	\$104,651.00	\$104,651.00	\$105,650.00	\$105,650.00	
Hevenue Totals	\$111,075.00	\$55,288.40	\$104,651.00	\$104,651.00	\$105,650,00	\$105 650 00	
Expenditures	•	•				00.000,	
0143-0015-0013 - CHILD SUPPORT COLLECTION,CIRCUIT CLERK,CIVIL CASES	\$111,075.00	\$92,407.80	\$104,651.00	\$104,651.00	\$105,650.00	\$105,650.00	
Revenue Totals:	\$111,075.00	\$55,288.40	\$104,651.00	\$104.651.00	\$105,650,00	\$40E 8E0 00	
Expenditure Totals	\$111,075.0C	\$92,407.80	\$104,651.00	\$104,651.00	\$105,650.00	\$105,830.00 \$105,650.00	
Fund Total: CHILD SUPPORT COLLECTION	\$0.00	(\$37,119.40)	\$0.00	90.08	00.0cc,co.14	00.0530.00	
Fund: 0146 ADULT PROBATION SERVICES					00.00	90.00	
Revenue							
0146-0022-0025 - ADULT PROBATION SERVICES, COURT SERVICES, PROBATION SUPERVISION	\$389,310.00	\$345,127.79	\$350,235.00	\$350,235.00	\$596,682.00	\$596,682.00	
Revenue Totals	\$389,310.00	\$345,127.79	\$350,235.00	\$350,235.00	\$596,682.00	\$596 682 00	
Expenditures						00:300	
0146-0022-0025 - ADULT PROBATION SERVICES,COURT SERVICES,PROBATION SUPERVISION	\$389,310.00	\$278,106.41	\$350,235.00	\$350,235.00	\$596,682.00	\$596,682.00	
Revenue Totals:	\$389,310.00	\$345,127.79	\$350,235.00	\$350.235.00	\$596 689 00	\$EDE 680 00	
Expenditure Totals	\$389,310.00	\$278,106.41	\$350,235.00	\$350,235.00	\$596,682.00	\$396,682.00 \$506,682.00	
Fund Total: ADULT PROBATION SERVICES	\$0.00	\$67,021.38	\$0.00	\$0.00	\$0.00	\$0.00	

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	2017 Adopted	2017 Actual	2018 Adopted	2018 Amended 20	2019 Department	2019 County	
Fund: 0147 EVERGREEN LAKE LEASE			196nng	Dudger	неад	Administrator	1
Revenue							
0147-0040-0044 - EVERGREEN LAKE LEASE,PARKS &	\$12,090.00	\$0.00	\$18,059.00	\$18,059.00	\$11,923.00	\$11,923.00	
RECREATION, CONSERVATION							
Revenue Totals	\$12,090.00	\$0.00	\$18,059.00	\$18,059.00	\$11,923.00	\$11.923.00	
Expenditures							
0147-0040-0044 - EVERGREEN LAKE LEASE,PARKS & RECREATION,CONSERVATION	\$12,090.00	\$10,895.13	\$18,059.00	\$18,059.00	\$11,923.00	\$11,923.00	
Revenue Totals:	\$12,090.00	\$0.00	\$18,059.00	\$18,059.00	\$11,923.00	\$11 923 00	
Expenditure Totals	\$12,090.00	\$10,895.13	\$18,059,00	\$18,059,00	\$11 923 00	\$11,020.00	
Fund Total: EVERGREEN LAKE LEASE	\$0.00	(\$10,895.13)	\$0.00	\$0.00	\$0.00	\$0.00	
Fund: 0156 IDPA IV-D PROJECT						9	
Revenue							
0156-0015-0013 - IDPA IV-D PROJECT,CIRCUIT	\$21,633.00	\$11,634.00	\$21,633.00	\$21,633.00	\$21,633.00	\$21,633.00	
0156-0016-0018 - IDPA IV-D PROJECT,CIRCUIT COURT,CHILD SUPPORT	\$0.00	. \$0.00	\$0.00	\$0.00.	\$0.00	. \$0.00	•
0156-0020-0079 - IDPA IV-D PROJECT,STATE'S ATTORNEY,CHILD SUPPORT	\$297,304.00	\$365,890.17	\$298,845.00	\$298,845.00	\$293,994.00	\$293,994.00	
Revenue Totals	\$318,937.00	\$377,524.17	\$320,478.00	\$320,478.00	\$315,627.00	\$315.627.00	
Expenditures							
0156-0015-0013 - IDPA IV-D PROJECT,CIRCUIT CLERK,CIVIL CASES	\$11,263.00	\$11,584.13	\$15,085.00	\$15,085.00	\$15,186.00	\$15,186.00	
0156-0016-0018 - IDPA IV-D PROJECT,CIRCUIT COURT,CHILD SUPPORT	\$0.00	\$3,625.00	\$0.00	\$0.00	\$0.00	\$0.00	
0156-0020-0079 - IDPA IV-D PROJECT,STATE'S ATTORNEY,CHILD SUPPORT	\$307,674.00	\$300,649.20	\$305,393.00	\$305,393.00	\$300,441.00	\$300,441.00	
Revenue Totals:	\$318,937.00	\$377,524.17	\$320,478.00	\$320.478.00	\$315,627.00	\$315,627,00	
Expenditure Totals	\$318,937.00	\$315,858.33	\$320,478.00	\$320,478.00	\$315 627 00	\$315,627.00	
Fund Total: IDPA IV-D PROJECT	\$0.00	\$61,665.84	\$0.00	\$0.00	00.130,000	00.720,51.00	
Fund: 0159 WASTE MANAGEMENT FUND		•	•		9	90.00	
Revenue							
0159-0001-0059 - WASTE MANAGEMENT FUND,COUNTY BOARD,SOLID WASTE MANAGEMENT	\$157,200.00	\$135,471.95	\$157,200.00	\$157,200.00	\$60,000.00	\$60,000.00	
Revenue Totals	\$157,200.00	\$135,471.95	\$157,200.00	\$157,200.00	\$60,000.00	\$60,000.00	

### Annual Budget by Organization Report County of McLean

	1000 A 1000					
	Budget	Amount Amount	ZU18 Adopted	2018 Amended	2018 Amended 2019 Department	2019 County
Expenditures					1000	Administrator
0159-0001-0059 - WASTE MANAGEMENT FUND,COUNTY BOARD,SOLID WASTE MANAGEMENT	\$157,200.00	\$141,620.66	\$157,200.00	\$157,200.00	\$60,000.00	\$60,000.00
Revenue Totals:	\$1E7 200 00	10101	0000	-		
	00.002, 10.14	\$1.00,47 I.90	00.002,7614	\$157,200.00	\$60,000.00	\$60,000.00
Expenditure Totals	\$157,200.00	\$141,620.66	\$157,200.00	\$157,200.00	\$60,000,00	\$60,000 pa
Fund Total: WASTE MANAGEMENT FUND	\$0.00	(\$6,148.71)	\$0.00	00 0	00'035'555	00.000,000
Fund: 0161 PBC LEASE				) )	00.00	\$0.00
Revenue						
0161-0045-0050 - PBC LEASE,LAW & JUSTICE BUILDING,LAW & JUSTICE BUILDING	\$2,878,968.00	\$2,877,758.11	\$2,939,756.00	\$2,939,756.00	\$2,988,892.00	\$2,988,892.00
0161-0115-0115 - PBC LEASE,GOVERNMENT BUILDING,GOVERNMENT CENTER	\$428,737.00	\$428,418.92	\$429,239.00	\$429,239.00	\$429,176.00	\$429,176.00
Revenue Totals	\$3,307,705.00	\$3,306,177.03	\$3,368,995.00	\$3,368,995,00	\$3.418.068.00	\$3.418.068.00
Expenditures						60,710,000,00
0161-0045-0050 - PBC LEASE,LAW & JUSTICE OBUILDING,LAW & JUSTICE BUILDING	\$2,878,968.00	\$14,613,283.05	\$2,939,756.00	\$2,939,756.00	\$2,988,892.00	\$2,988,892.00
O161-0115-0115 - PBC LEASE, GOVERNMENT BUILDING, GOVERNMENT CENTER	\$428,737.00	\$428,737.00	\$429,239.00	\$429,239.00	\$429,176.00	. \$429,176.00
Revenue Totals:	\$3,307,705.00	\$3,306,177,03	\$3.368.995 00	\$3.368.995.00	¢3 410 060 00	000000
Expenditure Totals	\$3,307,705.00	\$15,042,020.05	\$3,368,995.00	\$3.368.995.00	\$3.418.068.00	\$3,418,068.00
und Total: PBC LEASE	\$0.00	(\$11,735,843.02)	00.08	\$0.00	60.00	\$3,418,068.00
Fund: 0162 PBC RENT/O & M			) ) )	9	90.00	\$0.00
Revenue						
0162-0041-0022 - PBC RENT/O & M,FACILITIES MANAGEMENT,JUVENILE DETENTION	\$0.00	\$0.00	\$0.00	\$0.00	\$232,554.00	\$232,554.00
0162-0041-0049 - PBC RENT/O & M,FACILITIES MANAGEMENT,COURTHOUSE	\$131,794.00	\$131,565.08	\$151,921.00	\$151,921.00	\$174,070.00	\$174,070.00
0162-0041-0065 - PBC RENT/O & M,FACILITIES MANAGEMENT,ANIMAL CONTROL	\$0.00	\$0.00	\$0.00	\$0.00	\$56,613.00	\$56,613.00
0162-0045-0050 - PBC RENT/O & M,LAW & JUSTICE BUILDING,LAW & JUSTICE BUILDING	\$2,031,132.00	\$2,029,740.37	\$1,976,066.00	\$1,976,066.00	\$1,797,880.00	\$1,797,880.00
0162-0115-0115 - PBC RENT/O & M,GOVERNMENT BUILDING,GOVERNMENT CENTER	\$332,654.00	\$332,540.88	\$391,329.00	\$391,329.00	\$339,551.00	\$339,551.00
Revenue Totals	\$2,495,580.00	\$2,493,846.33	\$2,519,316.00	\$2,519,316.00	\$2,600,668.00	\$2,600,668.00

user: Bill Wasson

Thursday, November 15, 2018

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	2017 Adopted Budget	2017 Actual	2018 Adopted	2018 Amended 2	2019 Department	2019 County
Expenditures			333	196nnn	nead	Administrator
0162-0041-0022 - PBC RENT/O & M,FACILITIES MANAGEMENT,JUVENILE DETENTION	\$0.00	\$0.00	\$0.00	\$0.00	\$232,554.00	\$232,554.00
0162-0041-0049 - PBC RENT/O & M,FACILITIES MANAGEMENT,COURTHOUSE	\$131,794.00	\$131,794.00	\$151,921.00	\$151,921.00	\$174,070.00	\$174,070.00
0162-0041-0065 - PBC RENT/O & M,FACILITIES MANAGEMENT, ANIMAL CONTROL	\$0.00	\$0.00	\$0.00	\$0.00	\$56,613.00	\$56,613.00
0162-0045-0050 - PBC RENT/O & M,LAW & JUSTICE BUILDING,LAW & JUSTICE BUILDING	\$2,031,132.00	\$2,031,132.00	\$1,976,066.00	\$1,976,066.00	\$1,797,880.00	\$1,797,880.00
0162-0115-0115 - PBC RENT/O & M.GOVERNMENT BUILDING,GOVERNMENT CENTER	\$332,654.00	\$332,654.00	\$391,329.00	\$391,329.00	\$339,551.00	\$339,551.00
Revenue Totals:	\$2,495,580.00	\$2,493,846.33	\$2,519,316,00	\$2.519.316.00	\$2 600 668 00	42 600 669 00
Expenditure Totals	\$2,495,580.00	\$2,495,580.00	\$2,519,316.00	\$2,519,316,00	\$2,600,668.00	\$2,600,668.00 \$2,600,668.00
Fund Total: PBC RENT/O & M Fund: 0164 CO CLERK DOC STORAGE	\$0.00	(\$1,733.67)	\$0.00	\$0.00	\$0.00	\$0.00
Revenue						
S1044-0005-0007 - CO CLERK DOC STORAGE, COUNTY CLERK, RECORDS	\$23,000.00	\$26,243.00	\$27,000.00	\$27,000.00	\$22,674.00	\$25,023.00
evenue Totals	\$23,000.00	\$26,243.00	\$27,000.00	\$27,000.00	\$22,674.00	\$25,023,00
xpenditures						
0164-0005-0007 - CO CLERK DOC STORAGE,COUNTY CLERK,RECORDS	\$23,000.00	\$22,536.64	\$27,000.00	\$27,000.00	\$22,674.00	\$25,023.00
Revenue Totals:	\$23,000.00	\$26,243.00	\$27,000.00	\$27,000.00	\$22,674,00	\$25,023,00
Expenditure Totals	\$23,000.00	\$22,536.64	\$27,000.00	\$27,000.00	\$22,674.00	\$25,023.00
Fund Total: CO CLERK DOC STORAGE	\$0.00	\$3,706.36	\$0.00	00.08	00.F (2,1.7.)	\$2,023.00 \$0.00
Fund: 0167 GIS FEES					9	00.00
Revenue						
0167-0005-0008 - GIS FEES ,COUNTY CLERK,LEGAL RECORDS DOCUMENT'N	\$169,000.00	\$384,266.73	\$229,000.00	\$229,000.00	\$180,016.00	\$180,016.00
0167-0006-0008 - GIS FEES ,COUNTY RECORDER,LEGAL RECORDS DOCUMENT'N	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals	\$169,000.00	\$384,266.73	\$229,000.00	\$229,000.00	\$180,016.00	\$180.016.00
Expenditures						
0167-0005-0008 - GIS FEES ,COUNTY CLERK,LEGAL RECORDS DOCUMENT'N	\$169,000.00	\$150,000.00	\$229,000.00	\$229,000.00	\$180,016.00	\$180,016.00

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	2017 Adopted Budget	2017 Actual Amount	2018 Adopted Budget	2018 Amended Budget	2018 Amended 2019 Department Budget	2019 County	
0167-0006-0008 - GIS FEES ,COUNTY RECORDER, LEGAL RECORDS DOCUMENT'N	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1
0167-0099-0099 - GIS FEES ,NON- DEPARTMENTAL,NON-DEPARTMENTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Revenue Totals:	\$169,000.00	\$384,266.73	\$229,000.00	\$229,000.00	\$180,016.00	\$180.016.00	
Expenditure Totals	\$169,000.00	\$150,000.00	\$229,000.00	\$229,000.00	\$180,016,00	\$180.016.00	
Fund Total: GIS FEES	\$0.00	\$234,266.73	00'0\$	00 0\$	\$0.015	00.019	
Fund: 0168 COLLECTOR AUTOMATION FUND				}	200	00.00	
Revenue							
0168-0004-0004 - COLLECTOR AUTOMATION FUND,COUNTY TREASURER,FINANCIAL MANAGEMENT	\$13,000.00	\$13,379.50	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00	
Revenue Totals	\$13,000.00	\$13,379.50	\$13,000.00	\$13,000.00	\$13,000.00	\$13 000 00	
Expenditures						0000	
0168-0004-0004 - COLLECTOR AUTOMATION FUND, COUNTY TREASURER, FINANCIAL MANAGEMENT	\$13,000.00	\$12,170.00	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00	
Sevenue Totals:	\$13,000.00	\$13,379.50	\$13,000.00	\$13.000.00	\$13,000,00	\$13,000,00	
Expenditure Totals	\$13,000.00	\$12,170.00	\$13,000.00	\$13,000.00	\$13,000.00	. \$13,000.00	
Fund Total: COLLECTOR AUTOMATION FUND	\$0.00	\$1,209.50	\$0.00	80.00	00:050:00	00.000,010	
Fund: 0170 NEUTRAL SITE CUSTODY EXCH					2	00.00	
Revenue							
0170-0016-0106 - NEUTRAL SITE CUSTODY EXCH,CIRCUIT COURT,NEUTRAL SITE CUSTODY EXCH	\$42,500.00	\$40,112.00	\$34,000.00	\$34,000.00	\$34,000.00	\$34,000.00	
Revenue Totals	\$42,500.00	\$40,112.00	\$34,000.00	\$34,000.00	\$34,000.00	\$34 000 00	
Expenditures						00000	
0170-0016-0106 - NEUTRAL SITE CUSTODY EXCH,CIRCUIT COURT,NEUTRAL SITE CUSTODY EXCH	\$42,500.00	\$40,112.00	\$34,000.00	\$34,000.00	\$34,000.00	\$34,000.00	
Revenue Totals:	\$42,500.00	\$40,112.00	\$34,000.00	\$34,000.00	\$34,000.00	\$34,000,00	
Expenditure Totals	\$42,500.00	\$40,112.00	\$34,000.00	\$34,000.00	\$34,000.00	\$34,000,00	
Fund Total: NEUTRAL SITE CUSTODY EXCH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

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	2017 Adopted Budget	2017 Actual	2018 Adopted	2018 Amended 2019 Department	2019 Department	2019 County	
Fund: 0171 CHILDREN'S WAITING ROOM				Jahnna	Пеао	Administrator	
Revenue							
0171-0016-0105 - CHILDREN'S WAITING ROOM,CIRCUIT COURT,CHILDREN'S WAITING ROOM	\$26,500.00	\$25,044.00	\$26,500.00	\$26,500.00	\$24,500.00	\$24,500.00	
Revenue Totals	\$26,500.00	\$25,044.00	\$26,500.00	\$26,500.00	\$24,500.00	\$24.500.00	
Expenditures							
0171-0016-0105 - CHILDREN'S WAITING ROOM,CIRCUIT COURT,CHILDREN'S WAITING ROOM	\$26,500.00	\$26,499.96	\$26,500.00	\$26,500.00	\$24,500.00	\$24,500.00	
Revenue Totals:	\$26,500.00	\$25,044.00	\$26,500.00	\$26,500.00	\$24.500.00	\$24 500 00	
Expenditure Totals	\$26,500.00	\$26,499.96	\$26,500.00	\$26,500,00	\$24 500 00	\$24,500.00	
Fund Total: CHILDREN'S WAITING ROOM	\$0.00	(\$1,455.96)	\$0.00	80.00	00.085,: = 5	00.000.00	
Fund: 0401 NURSING HOME					9	00.00	
Revenue							
0401-0090-0080 - NURSING HOME,NURSING CHOME,NURSING SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
N-0401-0090-0083 - NURSING HOME,NURSING HOME,DIETARY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0401-0090-0086 - NURSING HOME, NURSING HOME, PLANT OPERATIONS/MAINT.	\$0.00	\$3,779.21	\$0.00	\$0.00	\$0.00	\$0.00	
0401-0090-0087 - NURSING HOME,NURSING HOME,GENERAL ADMINISTRATION	\$9,846,837.00	\$7,880,859.92	\$8,987,285.00	\$8,987,285.00	\$9,152,162.00	\$9,152,162.00	
Revenue Totals	\$9,846,837.00	\$7,884,639.13	\$8,987,285.00	\$8,987,285.00	\$9,152,162,00	\$9 152 162 00	
Expenditures						6, 6, 6, 6, 6, 6, 6, 6, 6, 6, 6, 6, 6, 6	
0401-0090-0080 - NURSING HOME,NURSING HOME,NURSING SERVICES	\$5,434,956.00	\$4,580,367.82	\$4,625,159.00	\$4,625,159.00	\$4,820,361.00	\$4,820,361.00	
0401-0090-0081 - NURSING HOME,NURSING HOME,SOCIAL SERVICES	\$181,854.00	\$232,470.75	\$145,016.00	\$145,016.00	\$143,659.00	\$143,659.00	
0401-0090-0082 - NURSING HOME,NURSING HOME,ACTIVITIES	\$165,631.00	\$174,161.37	\$173,307.00	\$173,307.00	\$175,787.00	\$175,787.00	
0401-0090-0083 - NURSING HOME,NURSING HOME,DIETARY	\$1,208,662.00	\$1,186,892.48	\$1,211,240.00	\$1,211,240.00	\$1,240,462.00	\$1,240,462.00	
0401-0090-0084 - NURSING HOME,NURSING HOME,LAUNDRY	\$36,000.00	\$15,962.26	\$36,000.00	\$36,000.00	\$35,280.00	\$35,280.00	
0401-0090-0085 - NURSING HOME,NURSING HOME,DOMESTIC SERVICES	\$624,361.00	\$610,219.37	\$626,883.00	\$626,883.00	\$627,378.00	\$627,378.00	
0401-0090-0086 - NURSING HOME,NURSING HOME,PLANT OPERATIONS/MAINT.	\$692,529.00	\$650,203.83	\$721,431.00	\$721,431.00	\$691,403.00	\$691,403.00	

# Annual Budget by Organization Report

County of McLean

			Summary				
	2017 Adopted Budget	2017 Actual Amount	2018 Adopted Budget	2018 Amended 2019 Department Budget	2019 Department Head	2019 County Administrator	
0401-0090-0087 - NURSING HOME, NURSING HOME, GENERAL ADMINISTRATION	\$1,502,844.00	\$1,540,326.77	\$1,448,249.00	\$1,482,439.00	\$1,417,832.00	\$1,417,832.00	
Revenue Totals:	\$9,846,837.00	\$7,884,639.13	\$8,987,285.00	\$8,987,285.00	\$9,152,162.00	\$9,152,162.00	
Expenditure Totals	\$9,846,837.00	\$8,990,604.65	\$8,987,285.00	\$9,021,475.00	\$9,152,162.00	\$9,152,162.00	
Fund Total: NURSING HOME	\$0.00	(\$1,105,965.52)	\$0.00	(\$34,190.00)	\$0.00	80.00	
Fund: 0452 METRO COMMUNICATIONS CTR					-		
Revenue							
0452-0030-0090 - METRO COMMUNICATIONS CTR, METRO COMMUNICATION CTR., METRO COMMUNICATION	\$2,921,636.00	\$2,925,839.94	\$2,946,419.00	\$2,946,419.00	\$3,152,105.00	\$3,152,105.00	
Revenue Totals	\$2,921,636.00	\$2,925,839.94	\$2,946,419.00	\$2,946,419.00	\$3,152,105.00	\$3,152,105.00	
Expenditures							
0452-0030-0090 - METRO COMMUNICATIONS CTR,METRO COMMUNICATION CTR.,METRO COMMUNICATION	\$2,921,636.00	\$3,060,842.86	\$2,946,419.00	\$2,960,504.00	\$3,152,105.00	\$3,152,105.00	
Revenue Totals:	\$2,921,636.00	\$2,925,839.94	\$2,946,419.00	\$2,946,419.00	\$3,152,105.00	\$3,152,105.00	
Expenditure Totals	\$2,921,636.00	\$3,060,842.86	\$2,946,419.00	\$2,960,504.00	\$3,152,105.00	\$3,152,105.00	
Fehd Total: METRO COMMUNICATIONS CTR	\$0.00	(\$135,002.92)	\$0.00	(\$14,085.00)	\$0.00	\$0.00	
Revenue Grand Totals:	\$95,434,070.00	\$89,133,085.32	\$94,708,205.00	\$95,277,054.00	\$98,082,473.00	\$96;995,952.00	
Expenditure Grand Totals:	\$95,434,070.00	\$100,042,933.22	\$94,708,205.00	\$96,537,175.00	\$98,082,473.00	\$96,995,952.00	
Net Grand Totals:	\$0.00	(\$10,909,847.90)	\$0.00	(\$1,260,121.00)	\$0.00	\$0.00	

motion. Motion carried.

Members Soeldner/Murphy moved the County Board approve a Request for

Approval of Fiscal Year 2019 Budget as Recommended by the Executive Committee. Clerk Michael shows all Members present voting in favor of the

### **EXECUTIVE COMMITTEE:**

Member Soeldner, presented the following:

### FISCAL YEAR 2019 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, pursuant to Chapter 55, Illinois Compiled Statutes (2006), Paragraph 5/6-1002, the County Board of the County of McLean, Illinois, has considered and determined the amount of monies estimated and deemed necessary to meet and defray all legal liabilities and necessary expenditures to be incurred by and against the County of McLean for the 2019 Fiscal Year beginning January 1, 2019 and ending December 31, 2019, and has further listed and specified the several detailed statements of budgeted itemized County expenditures in the attached recommended budgets; now, therefore,

BE IT, AND IT IS HEREBY PROVIDED AND ORDERED BY THE COUNTY BOARD, County of McLean in the meeting assembled that the 2019 Fiscal Year begins January 1, 2019 and ends December 31, 2019.

BE IT ORDERED, that the attached recommended budget be and the same is hereby adopted and appropriated as the annual budget of McLean County for the 2019 Fiscal Year beginning January 1, 2019.

BE IT FURTHER ORDERED, that the amounts listed as budget amounts for the fiscal year in the schedules of the annual budget herein adopted be and the same are hereby appropriated for the purposes herein specified or so much thereof as may be authorized by law, which amounts are in summary those listed below:

ADOPTED by the County Board of the County of McLean, Illinois, this 20th day of November, 2018.

ATTEST:

APPROVED:

Kathy Michael, Clerk of the County Board

McLean County, Illinois

John D. McIntyre, Chairman

McLean County Board

Members Soeldner/Cavallini moved the County Board approve a Request for Approval and Adoption the Fiscal Year 2019 Combined Annual Appropriation and Budget Ordinance and the Five Year Capital Improvement Plan and Authorize the Chairman and County Clerk to sign. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

### **EXECUTIVE COMMITTEE:**

Member Soeldner, presented the following:

### AMENDMENT TO THE FUNDED FULL-TIME EQUIVALENT POSITIONS RESOLUTION

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions Resolution on November 27, 1984 which became effective on January 1, 1985, and which has been subsequently amended; and,

WHEREAS, the full-time equivalent positions and their estimated personnel expenditures are detailed in this Resolution; and,

WHEREAS, the Executive Committee has recommended to the County Board that said resolution be further amended in order to reflect all full-time equivalent (FTE) positions funded in the Fiscal Year 2019 McLean County Combined Annual Appropriation and Budget Ordinance; now, therefore,

**BE IT RESOLVED** that the following Funded Full-Time Equivalent Positions Resolution be and hereby is adopted:

FULL-TIME EQUIVALENT POSITIONS AUTHORIZED. The full-time equivalent positions as listed in the approved and adopted budget for each County department and office are approved in the Fiscal Year 2019 McLean County Combined Annual Appropriation and Budget Ordinance and are authorized to be filled.

ADDITIONS OF POSITIONS. In the event that there is a need for any position or positions in addition to those authorized herein, it shall be the responsibility of the Department Head to submit a request for funding to the proper committee; except that the Health Department shall submit such funding requests to the Board of Health. The authorization of any additional position(s) shall be accomplished only by amendment to this Resolution by the County Board.

**REPEAL**. The Funded Full-Time Equivalent Positions Resolution as adopted by the County Board on December 12, 1985 (Chapter 11, Sections 11.51 through 11.56 inclusive), and as subsequently amended is hereby repealed as of January 1, 2019.

EFFECTIVE DATE. This Resolution shall take effect and be in full force on and after January 1, 2019.

ADOPTED by the County Board of McLean County, Illinois, this 20th day of November, 2018.

ATTEST:

APPROVED:

Kathy Michael, Clerk of the County Board

McLean County

John D. McIntyre, Chairman McLean County Board

Members Soeldner/Selzer moved the County Board approve a Request for Approval and Adoption the Fiscal Year 2019 Full-Time Equivalent Positions Resolutions and Authorize the Chairman and the County Clerk to sign. Clerk Michael shows all Members present voting in favor of the motion. Motion carried.

### EXECUTIVE COMMITTEE:

Member Soeldner, presented the following:

### PROPOSED McLEAN COUNTY 2018 TAX LEVY ORDINANCE

WHEREAS, pursuant to Chapter 35 ILCS 200/18-10, the County Board of McLean County, Illinois, at the November 20, 2018 meeting, has considered a Tax Levy Ordinance in the amount of \$36,122,054.00 for County purposes; and WHEREAS, the County Board of McLean County has deemed that it will be necessary to levy taxes in the amount of \$36,122,054 to be raised upon the real property, land, and railroads, in McLean County, Illinois for the raising of monies for the several objects and purposes specified in said Annual Budget and Appropriation Ordinance, and as specified in Attachment A to this Ordinance; now, therefore,

assessed by the McLean County Board of Review and the Illinois Department of Revenue, on all taxable property in the political BE IT ORDERED that the words "full assessed valuation" shall be held and taken to mean full assessed valuation as equalized or subdivision of the County of McLean for the current year.

BE IT, AND IT IS HEREBY PROVIDED AND ORDERED BY THE COUNTY BOARD that there is hereby levied, separate property taxes as follows:

96

ND Statutory Authority	55 ILCS 5/5-1024	55 ILCS 105/1	605 ILCS 5/5-601	605 ILCS 5/5-602	605 ILCS 5/5-603	55 ILCS 5/5-25003. Increased by	
PROPOSED 2018 TAX LEVY BY FUND Statutory Maximum	\$ 0.2500	\$ 0.1000	\$ 0.0750	\$ 0.0500	\$ 0.0375	\$ 0.1500(+ TB)	
PROPOSED 20 2018 Tax Levy	\$ 9,800,000.00	\$ 737,690.00	\$ 2,940,403.00	\$ 1,611,772.00	\$ 1,470,200.00	\$ 3,607,366.00	
Fund	0001 County General Fund	0110 Persons/ Developmental Disabilities Fund	0120 County Highway Fund	0121 Bridge Matching Fund	0122 County Matching Fund	0112 Health Department Fund	

			Referendum in accordance with 55 ILCS 5/5-25025 for MentalHealth.	
0129 Children's Advocacy Fund	\$ 124,536.00	\$ 0.0040	55 ILCS 80/6. Established by Referendum in accordance with Chapter 55 ILCS 80/6, November 8, 1994.	
0130 Federal Social Security Fund	\$ 2,664,682.00	none	40 ILCS 5/21-110	
0131 Illinois Municipal Retirement Fund	\$ 4,178,500.00	none	40 ILCS 5/7-171	
0134 Historical Museum Fund	\$ 61,766.00	\$ 0.0020	55 ILCS 5/6-23001	
0135 Tort Judgment Fund	\$ 3,330,072.00	none	745 ILCS 10/9-107	
0136 Veterans Assistance	\$ 172,961.00	\$ 0.0300	55 ILCS 5/5-2007	
0161/0162 Combined Public Building Commission Lease Payment				
0161 Public Building Commission Lease Bonds				
Law and Justice Center Lease Bond	\$ 1,888,892.00	None	July 30, 2015, Restated and Amended Lease between McLean County and the Public Building Commission 50 ILCS 20/18.	
Government Center Lease Bond	\$ 429,176.00	None	November 20, 2001, Lease between McLean County and the Public Building Commission 50 ILCS 20/18.	

0162 Public Building Commission Lease/Additional

Law and Justice Center Lease/ Additional	\$ 1,797,880.00	None	50 ILCS 20/18
Juvenile Detention Center Lease/ Additional	\$ 232,554.00		
Government Center Lease/Additional	\$ 339,551.00	None	50 ILCS 20/18
Animal Control Center Lease/ Additional	\$ 56,613.00		
Old County Courthouse Lease/ Additional	\$ 174,070.00	None	50 ILCS 20/18
Total Combined Public Building Commission Lease Payment Levy After Abatement	\$ 4,918,736.00	none	50 ILCS 20/18
0133 Cooperative Extension Fund	\$ 503,370.00	\$ 0.0500	505 ILCS 45/8. Approved by Referendum.
TOTAL TO BE LEVIED	\$36,122,054.00		

BE IT FURTHER ORDERED that the Levies with respect to each of the foregoing funds as separate and numbered above be and are hereby separate and apart from each other.

BE IT FURTHER ORDERED that the Levies, to be extended by the County Clerk with respect to each of the foregoing funds separated and numbered above, are not in excess of the rate authorized by Statute or referendum for the County of McLean (35 ILCS 200/18That the sums levied above in the amount of \$36,122,054 were levied pursuant 35 ILCS 200/18-10, and that this Ordinance is a certification by the County Board Chairman that the McLean County Board is in compliance with the Truth in Taxation Act. That the provisions of the Appropriation and this Ordinance shall be deemed separable and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder. That the sums heretofore levied in the amount of \$36,122,054 be raised by taxation upon the property in this County and the County Clerk of McLean County is hereby ordered to compute and extend upon the proper collector's books for the said year, the sums heretofore levied or so much as will not in aggregate exceed the limit established by law on the assessed valuation as equalized by the Department of Revenue for the Year 2018.

APPROVED and ADOPTED by the County Board of McLean County, Illinois, at the meeting of November 20, 2018.

Dated this 20th day of November, 2018.

ATTEST:

Kathy Michael, Clerk of the County Board of the County of McLean, Illinois

John McIntyre, Chairman McLean County Board

A

APPROVED:

Ordinance for McLean County and Authorize the Chairman and the County Clerk to sign. Clerk Michael shows all Members Members Soeldner/Wollrab moved the County Board approve a Request for Approval and Adoption of the 2018 Tax Levy present voting in favor of the Motion. Motion carried

### FINANCE COMMITTEE:

Member Selzer, presented the following:

### An ORDINANCE of the McLEAN COUNTY BOARD AMENDING the McLEAN COUNTY GENERAL COMPENSATION PLAN FOR NON-UNION EMPLOYEES

WHEREAS, the McLean County Board annually adopts a General Compensation Plan for Non-Union Employees and Position Classifications and Pay Ranges for all non-union positions which incorporates components of Chapter 108 of the McLean County Code commonly known as the Personnel Code as well as the dictates of McLean County's Budget Policy as defined by the McLean County Board; and

WHEREAS, the Finance Committee, at a meeting on Wednesday, November 7, 2018, recommended approval of the General Compensation Plan for Non-Union Employees including the suspension of Section IV: Evaluations and Merit Increases and Section VI: Merit Increases of the McLean County Code; now, therefore,

BE IT ORDAINED by the McLean County Board, now meeting in regular session, as follows:

The McLean County General Compensation Plan for Non-Union Employees is hereby amended as follows for January 1, 2019 through December 31, 2019.

### **SECTION I: Definitions**

- A. Oversight Committee. The County Board committee assigned the responsibility of reviewing personnel salaries.
- B. AOIC. The Administrative Office of the Illinois Courts Probation Division. Provisions which reference the AOIC only apply when the personnel involved are professional employees in the Court Services Department.
- C. General Employees. All professional, technical, administrative and support employees of McLean County whose annual salaries are determined in accordance with the McLean County General Compensation Schedule.
- D. Permanent Employees. Employees whose positions are recognized in the annual McLean County Budget as full-time (0503.xxxx account number) or part-time (0515.xxxx account number) and who have every expectation that their employment in that classification will continue from year to year without interruption.
- E. Promotion. A change in an employee's position classification to a position classification which has a higher pay range.
- F. Transfer. A change in an employee's position classification to a position classification which has any of the following: the same pay range, the same grade classification or a lateral transfer.

- G. Demotion. A change in an employee's position classification to a position classification which has a lower pay range.
- H. Merit Anniversary Date. The date on which an employee is eligible for consideration for a salary increase based on performance.
- J. Position Appraisal Method (PAM). A system for evaluating and maintaining internal job relationships within the McLean County personnel system, implemented July 1, 2000.

### **SECTION II: Annual Salary Adjustments**

All employees included in the General Compensation Schedule shall receive any across-the-board salary adjustment which is applied to their respective salary schedules. Pursuant to the Budget Policy enacted by the McLean County Board, this adjustment is 2.25% for Fiscal Year 2019.

### SECTION III: Philosophy Related to Step Progression

All pay grades on the General Compensation Schedules contain a range of salary rates, which allow employees in the same pay grade of the compensation system to receive different rates of pay.

- A. Pay Progression. McLean County expects its employees to progress along a salary range on some basis other than, and in addition to, any cost of living pay increases. This may take the form of a longevity system which is based on one's length of service, or a performance based system which provides merit.
- B. Merit Increases. McLean County believes that performance measurements and achievement provide the best methodology for determining pay progression. This allows an employee's rate of pay to be determined by the employee's own performance and value to the organization. It provides the department with an incentive tool to achieve departmental and organizational goals and encourages all employees to reach their maximum potential. Such increases also allow the department to differentiate among employees in order to recognize individuals whose performance is superior, as well as those who need to improve. We also recognize that the "average" or "satisfactory" employee should progress on the salary range in that their additional year of service has benefited the County. However, this component of pay progression is a minor portion of an employee's merit increase.
- C. Competency. The salary ranges adopted by McLean County are structured so that the midpoint of each such range represents "competency." Such competency is not just an indication that the employee has the necessary knowledge, skills, and abilities to perform

the duties and responsibilities of the position, but also that the employee knows and understands the environment, including, as appropriate to the position, the political structure, other employees, outside contacts, etc.

- D. Beyond Competency. Progression along those wage steps which are above the midpoint of the salary range are reserved for employees whose performance consistently goes beyond competency. Advancement along these steps requires that the employee adds value to the position and the organization through their achievements on behalf of the organization.
- E. Maximum Limits. The salary range recognizes that there is a limit to the amount of achievement and value which an individual, by nature of the specific position classification which the employee occupies, can bring to the organization. Once an employee reaches the maximum salary rate for the position classification, the employee's annual compensation rate, albeit no longer progressing, rewards continual efforts and achievements.

### **SECTION IV: Evaluations and Merit Increases**

### (SUSPENDED JANUARY 1, 2019 THROUGH DECEMBER 31, 2019.)

A. All merit increases require that a performance evaluation form, satisfactory to the County Administrator's Office and, as applicable, to the AOIC, be submitted to the County Administrator's Office along with the merit increase request, i.e. a completed Payroll Change Form. Whether or not the employee receives a merit increase, the evaluation form shall be sent to the County Administrator's Office no later than the Merit Anniversary Date. Said form shall be returned by that office to the Department Head within two weeks.

- B. All merit increases require an average evaluation score consistent with the merit step chart detailed in Section VI. Beyond the level of competency, i.e. the midpoint of the salary range, progression should become more difficult as the overall performance of the employee must be above that level required by the position. Thus, the amount of progression is less when the employee approaches midpoint and is further reduced as the employee progresses toward the maximum of the range.
- C. The County Administrator's Office may reject a merit increase, pending a review and decision by the Oversight Committee and, as applicable, the AOIC. Such action shall be based on the belief that merit increase(s) within a department are not consistent with merit principles or with the provisions of this compensation plan.

- D. The County Administrator's Office shall reject any request for a merit increase which does not conform to the provisions of this compensation plan or to the requirements of the performance evaluation instrument and instructions.
- E. Pursuant to the Budget Policy enacted by the McLean County Board, merit pay increases are suspended for fiscal year 2019.

### **SECTION V: Establishing Salaries**

A. New Hires. In order to recognize the value of long-term employees and to avoid wage compression within a pay grade, new hires should be employed at the minimum rate of their respective pay grades. If any position classification on the General Compensation Schedule includes employees scheduled for both a 37.5 hour workweek and a 40-hour workweek, the minimum and maximum hourly rate for that position classification shall be the minimum and maximum hourly rate for those on the 40-hour workweek schedule.

New hires may be employed at a starting rate above the minimum rate of their respective pay grades, if necessary to employ a qualified candidate, subject to the following:

- 1. Department Head Discretion. The department head may offer a starting rate up to a maximum of 10 steps above the minimum rate to a candidate for any position classification.
- 2. Impacted Positions List. The department head may offer a starting rate up to 25 additional steps above the 10 steps authorized for any position classification for candidates for position classifications requested by the County Administrator and approved by the Oversight Committee as "impacted" due to the difficulty of attracting and retaining qualified employees taking into consideration such factors as specialized skills, training, education and prior related experience.
- 3. The County Administrator may approve a maximum of an additional 10 steps-above the steps authorized in 1 and 2 above if, in his judgment, it is in the best interests of the County and necessary to attract the qualified employee.
- 4. Elected officials or department heads who believe the Department Head Discretion and Impacted Position policies would result in an insufficient starting rate for a candidate or vacancy must notify the County Administrator in sufficient time prior to the meeting of the Oversight Committee that they wish to request that the Oversight Committee set a higher starting rate for a particular candidate or vacancy. The Oversight Committee shall require a report from the County Administrator as to adjustments, if any, in the PAM Factors for the subject position.
- B. Promotions. A promoted employee shall generally receive a 5% increase but not less than the minimum nor more than the maximum rate of the pay range for the employee's new position

classification. Also, the increase may exceed 5% if the change in the employee's merit date is disadvantageous; in which case an additional percentage shall be added by calculating the number of months of merit lost by the employee and multiplying that by the potential merit increase in the employee's previous position classification. The exact increase shall be determined by the County Administrator in consultation with the department head. Any increase exceeding 10%, unless necessary to reach the minimum of the new salary range, requires the consent of the Oversight Committee and, as applicable, the AOIC. The employee's merit anniversary date will be the date of the promotion.

- C. Transfers. Transferred employees shall retain their present salary and merit anniversary date; however, they shall not be eligible for a merit increase until serving at least three months in the new position. If an employee transfers from one department to another within four (4) months of the next Merit Anniversary Date, the department receiving the employee may request, in writing, that the other department provide a completed performance evaluation form on that employee. The department providing the employee shall honor all such reasonable requests. Such requests should be made within one month of the employee's transfer.
- D. Demotions. A demoted employee shall receive the same step in the new salary range as s/he received of the previous (higher) salary range. The extent of the decrease may be lessened if, projected over the next 12 months, this would result in a loss greater than the percentage differential between the two salary ranges. Also, the decrease may be lessened if the change in the employee's merit date is disadvantageous; in which case an additional percentage shall be added by calculating the number of months of merit lost by the employee and multiplying that by the potential merit increase in the previous position classification. Also, the department head may consult with the County Administrator's Office concerning possible arrangements to withhold future increases to mitigate the extent of present salary loss to the employee. Any such arrangement requires the written consent of the employee and must be reported to the Oversight Committee and, as applicable, the AOIC. The employee's merit anniversary date will be the date of the demotion.

### **SECTION VI: Merit Increases**

### (SUSPENDED JANUARY 1, 2019 THROUGH DECEMBER 31, 2019.)

A. Eligibility. All permanent general employees shall be eligible for merit increase consideration on their merit anniversary dates. Each employee eligible for a merit increase shall be evaluated in accordance with this compensation plan and the requirements of the evaluation instrument and instructions under departmental procedures so that said evaluation is completed and discussed with the employee prior to the actual Merit Anniversary Date. In the case of part-time employees, the actual Merit Anniversary Date shall not be considered to have occurred unless the employee has at least 900 hours of actual work hours (including benefit time) since the last merit increase (or 450 hours when the first merit increase is six months from the date of hire). The merit increase shall be effective at the beginning of the payroll period:

- 1) during which the employee's Merit Anniversary Date falls, assuming that the employee is normally scheduled to work on or after that date during that payroll period, if the Evaluation Form and Payroll Change Form are received in a timely manner; or
- 2) at the beginning of the next payroll period following the receipt of the Evaluation Form and Payroll Change Form by the County Administrator's Office, if these materials are late.
- B. Probation. All newly hired employees shall serve a six-month probationary period which may be extended by the department head if additional time is necessary in order to properly evaluate the employee's prospect of success in the position. All such extensions must be reported in writing to the County Administrator's Office. Employees who successfully complete their probationary period, except as noted, shall receive an increase of a maximum of steps indicated by the charts in Subsection C of this Section, and the end of probation shall be their merit anniversary date. Those employees who start at step 11 or above of the pay grade for the position classification shall retain their employment date as their merit anniversary date, regardless of the ending date of their probation.
- C. Merit Increase Ranges. General employees who qualify for merit increases shall receive salary increases in accordance with schedules adopted annually by the Oversight Committee, upon the recommendation of the County Administrator and based upon the Adopted Fiscal Year Budget. Such step increases shall not exceed those of the following maximum schedules. Each step equals 1/2% (one-half percent) of the minimum salary for the particular pay grade and salary schedule. All evaluation scores are based on a total of five (5) possible points. The step columns refer to the employees' current step (prior to receiving this merit increase). For certain employees in the Court Services Department, who are under the jurisdiction of the AOIC, it is recognized that those below the midpoint of their respective salary ranges also receive merit and longevity credit within any annual salary adjustment, as described in Section II.

### MAXIMUM GENERAL COMPENSATION SCHEDULE EMPLOYEES RANGE 13 AND HIGHER

Evaluation	Employe	e's	Employe	e's l	Employee	e's E	mployee	's
Score	Current	#	Current	#	Current	# (	Current	#
	Step	Steps	Step	Steps	Step	Steps	Step	Steps
475 500	1 40	7	41.60	_	<i>(</i> 1.00	_	04.404	
4.75 - 5.00	1-40	7	41-60	6	61-80	5	81-101	4
4.50 - 4.74	1-40	<b>6</b> °	41-60	5	61-80	4	81-101	3
4.00 - 4.49	1-40	5	41-60	4	61-80	3	81-101	2
3.50 - 3.99	1-40	4	41-60	3	61-80	2	81-101	1
3.00 - 3.49	1-40	3	41-60	2	61-80	1	81-101	0
2.50 - 2.99	1-40	2	41-60	1	61-80	0	81-101	0
2.00 - 2.49	1-40	1	41-60	0	61-80	0	81-101	0

### MAXIMUM GENERAL COMPENSATION SCHEDULE EMPLOYEES RANGE 12 AND LOWER

	Evaluation	Emplo	yee's	Emplo	yee's	Employ	ee's E	Employee's
Score	Current	#	Current	#	Current	# (	Current	#
	Step	Steps	Step	Steps	Step	Steps	Step	Steps
4.75 - 5.0	0 1-40	7	41-60	6	61-80	5	81-101	4
4.50 - 4.7	4 1-40	6	41-60	5	61-80	4	81-101	3
4.00 - 4.4	9 1-40	5	41-60	4	61-80	3	81-101	2
3.50 - 3.9	9 1-40	4	41-60	3	61-80	2	81-101	1
3.00 - 3.4	9 1-40	3	41-60	2	61-80	1	81-101	0
2.50 - 2.9	9 1-40	2	41-60	1	61-80	0	81-101	0
2.00 - 2.4	9 1-40	1	41-60	0	61-80	0	81-101	0

Certain employees of the Court Services Department, due to the requirements of the AOIC, shall not be eligible for any such increase unless their evaluation score is a minimum of 3.25. This compensation plan also recognizes that such employees receive credit for their longevity as well as their performance but that such credit is provided partially by any across-the-board increase, as provided in Section II of this policy.

- D. Merit Increase Methodology. All merit increases shall be added to the employee's present salary rate. The employee's new salary rate shall be stated in even steps with each step equaling increments of one-half of one percent (0.5%) of the minimum of the salary range for the position classification and shall not exceed the maximum of the salary range.
- E. Merit Standards. The merit step system is designed to permit departments to reward employees for their performance. It is understood that the indiscriminate awarding of merit acts as a disincentive for employees who typically are exceptional performers. It follows that the number of merit steps awarded to various employees within a department should differ. In order to protect the intent of this merit system, the County Administrator's Office shall be responsible for maintaining statistics necessary to determine that merit standards are met. This shall be accomplished as follows:
  - 1. Each department, as identified within the McLean County Annual Budget, shall evaluate the employees within that department and be responsible for maintaining the merit standards.
  - 2. Merit standards shall be considered as met by each department unless such department awards merit so that the department's ratio of steps awarded divided by the maximum steps available, exclusive of any such award for an employee who reaches the maximum step for his position classification by receiving four (4) or less steps of merit, is 1.0 or more standard deviations higher than the mean for all departments collectively.

3. Any department which exceeds this merit standard over a one calendar year period shall, for the next calendar year, be limited to the following maximum number of merit steps for each employee: 1/2 (one-half) of the number of steps indicated in Section VI.

If such department's performance evaluation scores continue to exceed the norm for all other departments, then the above restriction on merit steps shall continue during the next year.

- 4. The Oversight Committee may adopt annually, upon the recommendation of the County Administrator, additional restrictions upon departments' ratio of steps awarded to maximum steps available, based upon the Adopted Fiscal Year Budget.
- F. Pursuant to the Budget Policy enacted by the McLean County Board, merit pay increases are suspended for fiscal year 2019.

## **SECTION VII: Policy Review**

This General Compensation Plan shall be reviewed annually by the County Administrator, who shall make recommendations concerning this plan to the Oversight Committee, which may recommend changes to the County Board and, as applicable, to the AOIC. The annual review shall include a study of the PAM Factors (see Appendix A) for one or more positions, and recommendations for changes thereto.

ADOPTED by the McLean County Board this 20th day of November, 2018.

ATTEST:

APPROVED:

Kathy Michael, Clerk of the County Board,

McLean County, Illinois

John McIntyre, Chairman McLean County Board

Members Selzer/Segobiano moved the County Board approve a Request for Approval of the 2019 Compensation Plan. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

#### FINANCE COMMITTEE:

Member Selzer, presented the following:

#### **PURPOSE**

The McLean County Targeted Development Loan program provides low interest financing for real estate acquisition and development, machinery and equipment, and infrastructure development for Targeted Industries located in, or seeking relocation to McLean County

#### **LOAN LIMITS**

Up to 40% of eligible project costs not to exceed \$250,000 (Maximum available to Targeted Industries and in Targeted Geographical Areas)

#### **TERM**

Land and Building - 15 year maximum

Machinery and Equipment - 7 year maximum

#### RATE

Rate set based on a multitude of factors including project cash flow, risk, geography, job creation, overall investment, collateral, industry, etc.

Rates will be at ar below market 150 basis points below market, as determined by the County

#### **PRIVATE FINANCING**

Cash equity, private financing, and/or other public financing of at least  $60\underline{40}\%$  of total eligible project cost

Minimum 10% non-borrowed cash equity

#### **ELIGIBLE BUSINESSES**

Targeted Growth Industries located in, or seeking relocation to McLean County with a minimum of 250 local full-time employees at time of application

#### **PREFERENCES**

Lower interest rates are available to Targeted Growth Cluster Industries located in Targeted Geographical Areas, as well as for industries located in Brownfields.

#### JOB CREATION

One job created for every \$100,000 loaned

#### INELIGIBLE BUSINESSES

Retail, Non-profit

Commented [WB1]: Was it intended to leave as 40% when the cash equity, private sector financing, and/or othe public financing was modified to 40% from 50%- applicant could provide property and equipment as equity.

Concerns also expressed with respect to risk level

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Commented [W82]: Question of Intent to only provide t firms with 10 or more full-time employees at time of loan application

Commented [MO3]: EDC suggests 2

Commented [WB4]: Question of intent to require one jc created for each \$35,000 loaned and what parameters are of jobs.

Commented [WB5]: Question of requirement of 1 job for every \$35,000 and also requirements relating to type of job wage rate, etc.

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#### **SECTION I**

#### **Program Description**

The establishment of new industries and the expansion of existing "Growth" industries within McLean is a principle objective of the McLean County Development Loan Program. Growth industries will enhance the taxable base of properties in the county, as well as provide greater employment opportunities for residents.

The McLean County Targeted Development Loan Program provides low interest financing for real estate acquisition and development, machinery and equipment acquisition, and infrastructure development for identified Growth industries located in, or seeking relocation to, McLean County.

#### **Source of Proceeds**

Funds dispersed through the McLean County Development Loan Program utilize McLean County General Corporate Funding which originated as a Community Development Revolving Loan Program and has since been declared unrestricted. The McLean County Board has designated up to a maximum of a \$600,000 combined to be available for the McLean County Development Loan Program and the McLean County Small Business Mirco-Lending Program.

The Bloomington-Normal Area Economic Development Council (BNEDC) is the administrator of the McLean County Targeted Loan Program, and thus all applications are packaged, prepared, and managed by the BNEDC.

#### **Background on Targeted Geographic Areas**

McLean County has identified that rural communities of less than 5,000 in population and unincorporated McLean County are targeted geographic areas for Development. Additionally, brownfield sites within communities with populations of over 5,000 are also targeted geographic areas for development.

#### SECTION II

#### **Eligible Businesses**

An eligible business is a legal business entity located within or seeking relocation to McLean County having two (2ff) or more full time local employees at the time of application.

In addition, the business must have the necessary owner equity and demonstrate the ability to repay loan proceeds. In addition, McLean County reserves the right to require additional eligibility criteria from applicants.

#### SECTION III

**Loan Amount** 

Commented [WB7]: Question as to intent of Committee with respect to full time employee requirement at time of loan application

Commented [MO8]: Changed to 2 employees

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Financing is available through the program for up to forty percent (40%) of the total eligible project's cost. The maximum loan amount will not exceed \$250,000 and will typically only be available to those Targeted Growth Industries located in, or relocating to, a Targeted Geographical Area.

Commented [WB9]: Intent to allow 60% to be financed questioned. Risk level questioned

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#### **Use of Proceeds**

## Real Estate Acquisition and Development

The acquisition of land or building(s): New construction, conversion, expansion, or rehabilitation of existing facilities. The preparation of the site(s) for use which may include testing, infrastructure installation, expansion and/or rehabilitation of existing facilities. Engineering, architectural, legal, and other costs related to real estate acquisition and land development as deemed appropriate by EDC

Companies developing space for their own occupancy are eligible to apply for loan funding. Property developers and industrial Development Corporations may apply for financial assistance with build to suit projects which include firm tenant commitments. Housing programs are eligible under this program only if they are related to a mixed used economic development project or initiative.

Machinery and Equipment: The acquisition of equipment, machinery, or other fixed asset of depreciable value associated with the operation of the small business. Computers, peripherals, and software integral to regular business operations are eligible for program proceeds.

#### Loan Term

#### Real Estate Acquisition & Development

Generally, the loan term shall not to exceed 15 years and will be less than or equal to the term of any private lender.

#### **Machinery & Equipment**

The loan term for equipment shall not exceed seven (7) years, or the depreciable life of the asset, whichever is the shortest.

#### Restrictions

The applicant and its principals may not be delinquent or in default of any existing loans related to the applicant, unless there has been a satisfactory workout agreement entered into with the respective creditor(s). Full compliance with the terms of such an agreement is required, demonstrated by the execution of an affidavit to that effect. For purposes of the program, a "principal" of an applicant is any record or beneficial owner of 20% or more of an ownership interest in the applicant.

The applicant and its principals must be current on the payment of all applicable federal, state, and local taxes unless a satisfactory workout agreement has been reached with the respective taxing authority and there is full compliance with the terms of such agreement.

The applicant and its principals and managerial officers must disclose any potential conflicts of interest with any officers, officials or employees of McLean County, BNEDC, SBDC or others involved in the review and disbursement process of the MCDL Program.

Commerted [MO10]: This is one of the EDC suggested removal, Member Wollrab also requested removal

#### **Loan Security**

Loans dispersed through the MCDL Program will be secured with the best possible lien position against the asset financed. Personal guarantees of the principal owners, those who own twenty percent (20%) or more of the business, are required and where applicable corporate guarantees will also be required.

#### **Interest Rate**

The interest rate for each McLean County Development Loan will be individually determined by the Mclean County Board. McLean County's rates range would currently be recommended <u>at 150 basis</u> points below market, as determined by the County at 7.75% to 9.75% <u>based upon and be determined by a number of factors including, type of business (Start-Up or Existing), term of loan, credit score and other factors.</u>

#### **Loans from Other Sources**

Projects funded by the MCDL Program are required to have a combination of cash equity, private sector financing, and/or other public financing, excluding public financing capitalized with CDBG proceeds, of at least sixty-forty percent (6040%) of the total eligible project costs. A minimum of ten percent (10%) non-borrowed cash equity will be required from the borrower. Furthermore, a private regulated financial institution must commit to at least thirty percent (30%) of the total loan requests. Private regulated financial institutions include commercial banks, savings and loan associations, and other government regulated lenders.

#### Job Creation and Low/Moderate Income Requirement

Job creation is a key component to the sustainability of economic development in the region. Therefore, one (1) FTE job is to be created for every one hundred thousand dollars (100,000) loaned.

Loan recipients shall fulfill their job requirements unless extended by the McLean County Board. Failure to meet these requirements may also result in a retroactive increase in the loan's interest rate to the prime interest rate plus two percent (2%).

Full Time Employee (FTE) is defined as someone working 1950 hours a year or 37.5 hours per week. Loan recipients must pay 130% or more of Mclean County minimum wage.

#### **Claw back Provisions**

Failure to abide by any and all program guidelines of the McLean County Development Loan Program can result in calling for the loan due and payable. The following are examples of reasons for a loan claw back: 1) The transfer of substantially all the borrower's assets to any third party. 2) Bankruptcy or insolvency of the borrower. 3) Cessation of the conduct of active trade or business in McLean County. 4) Inability to meet the obligations for job creation/retention as originally stated.

#### **Ineligible Use of Proceeds**

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Commented [MO14]: 130% of current mim wage of 8.50 is 11.05 an hour

Commented [MO15]: Request of member Wollrab

McLean County will also impose certain restrictions for the use of proceeds distributed through the MCDL program. The following is a list, although not exhaustive, of purposes with which MCDL proceeds cannot finance: Refinancing existing debt where McLean County would take over a lien position sustaining a loss through refinancing; To effect a partial change of business ownership or a change that will not benefit the business; To reimburse funds owed to any owner, including any equity injection, or injection of capital for the purposes of the business' continuance until other loan proceeds are disbursed; To repay delinquent state or federal withholding taxes or other funds that should be held in trust or escrow; and For any other non-sound business purpose, as determined by McLean County.

The EDCMcLean County reserves the right to establish further restrictions as needed.

#### **Ineligible Businesses**

The <u>CountyEDC</u> has deemed certain businesses ineligible for MCDL Program funds. Specific types of businesses not eligible include but are not limited to: Speculative activities where firms realize profits from fluctuations in price rather than through the normal course of trade. Lending activities, such as banks, finance companies, factors, leasing companies, insurance companies (not agents), and any other firm whose stock in trade is money.

Pyramid sales plans where there are endless chains of distributors and sub-distributors, and where a participant's primary incentive is based on the sales made by an ever- increasing number of participants. Such products as cosmetics, household goods, and other soft goods lend themselves to this type of business. Illegal activities conducted in the jurisdiction where the business is located are not supported by MCDL Program proceeds. Additionally, retail business proposals shall only be considered after a review of any impact upon other similar retailers within a given municipal jurisdiction and a conclusion that such competition shall not negatively impact such current establishments. Included in these activities is the production, servicing, or distribution of otherwise legal products that are to be used in connection with an illegal activity.

#### **SECTION IV**

## Financing Application Procedures

#### **Financing Application Processing**

A complete Financing Application accompanied by all the required attachments and exhibits should be submitted to the BNEDC for processing and analysis. After the BNEDC conducts due diligence associated with the application and determines the proposal's eligibility based upon both (1) the objectives of the MCDL Program and (2) concurrence with the project eligibility requirements, the BNEDC will submit the application for consideration by the Community Development Corporation (CDC) Board of Directors. Applications are subject to State of Illinois Freedom of Information disclosure.

#### **Business Loan Review Committee**

The Business Loan Review Committee Community Development Corporation (CDC) Board of Directors is comprised of representatives from the private and public sectors that have proven expertise in both credit analysis and economic development. It may advise and provide expertise on the availability of any and all services and private and public funding sources which may be available to assist the development of the project. After review of the proposal, the CDC may take one of the following actions:

Commented [MO16]: Applicants should be aware that they are subject to FOIA

Commented [MO17]: EDC would like the CDC to review loans and recommend to the County

- 1) Approve and recommend the project for funding to the McLean County Board Finance Committee.
- 2) Approve contingent upon certain modifications to the McLean County Board Finance Committee.
- 3) Deny approval and recommend further analysis by the EDC.
- 4) Deny approval with recommendation of denial sent to the McLean County Board of Finance Committee for further review.
- 5) Table the application pending further review

The Loan Review Committee—CDC meets as needed, on the third Wednesday of every month. Complete applications must be received by BNEDC by the first of the month in order to be considered on that month's agenda.

#### **General Requirements**

The applicant must meet all deadlines for the submission of documents as required by the BNEDC. The failure of the applicant to meet established deadlines may result in the cancellation of the application, or the applicant's loss of priority position in loan processing.

Loan approval will be evidenced in writing to the applicant. Construction activity or equipment purchases prior to loan closing are prohibited and as such would be considered ineligible costs for the purpose of the MCDL Program

Any denial of a loan application by the BNEDC will be communicated in writing to the applicant. In the event of an application denial, the applicant shall bear the cost of any and all expenses incurred in connection with either the preparation or processing of the loan application, including, but not limited to, credit reports, appraisals and feasibility studies.

An applicant may withdraw a loan application from consideration for funding at any time after the <u>Question of Intent to require one job created for each \$100,000 loaned and what parameters are of jobs</u>Business Loan Review Committee approval and prior to loan closing, by giving written notice to BNEDC. The applicant shall bear the cost of any and all expenses incurred to that point in connection with either the preparation or processing of the loan application or documentation.

An applicant shall bear the cost of any and all expenses incurred in the preparation of loan documentation which shall be satisfactory to the BNEDC. All or a portion of these expenses may be financed.

#### Loan Frequency

Additional loans may be available to businesses provided they are current on their existing loan, their job creation requirements have been met, and the loan being financed is a separate and stand-alone project. The maximum loan balances outstanding to any one business entity or affiliate under the MCDL Program is\$1,000,000 \$500,000. No more than two (2) loans may be outstanding under all McLean County funded loan programs.

#### **Overview of Loan Process**

**Financing Application Evaluation Criteria** 

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Commented [MO21]: Changed to max of 500,000 this would allow for two loans at a max each of 250K

The following documentation will be the minimum amount of information required by BNEDC in order to evaluate the financing application. BNEDC reserves the right to request any and all information it deems necessary to evaluate a proposal/application for the MCDL Program.

#### Financial Evaluation

The current performance of the business and the financial status of the proposed owners will be evaluated to determine the ability to repay the loan. The evaluation will include, but not be limited to the following criteria:

#### Financial Status of the Business

This involves an evaluation of prior years' and current financial performance. Independently prepared financial statements, with an accountant's opinion, and tax returns for the prior three years must be submitted. If the business is a start-up or if this documentation is unavailable, balance sheets, income statements and statements of cash flows must be provided.

#### Financial Status of the Owners

This involves an evaluation of the prior three years personal tax returns, personal financial statements, and credit history for any individual or entity owning twenty percent (20%) or more of the business seeking financing. A similar evaluation of a Guarantor, if applicable, will also be conducted.

#### **Projected Cash Flow Analysis**

Profit and loss statements and cash flow statements projected for at least the next three (3) years will be required.

#### Collateral/Security Analysis

An analysis of the assets which are used to secure the loan, showing evidence of their economic useful life, must be submitted. Appraisals, when necessary, are to be provided. Existing machinery and equipment utilized as collateral will be based on the depreciated value of the asset.

#### **Business Evaluation**

An evaluation of the proposed or present business will include, but not be limited to the following criteria:

#### **Business Plan**

A complete business plan, including in some cases market study or market documentation acceptable to the BNEDC will be required. The business plan should demonstrate evidence for a strong potential market for the product or service through an evaluation of the relevant local and national market.

#### **Management Ability**

The general business skills, as well as the specialized experience in the particular industry of the owners, partners or directors will be evaluated. Evidence of expertise must be submitted.

#### **Tenant Commitments**

For build-to-suit projects, the strength of anchor tenant commitments will be thoroughly evaluated.

#### **Public Purpose Evaluation**

Because there may be insufficient funds to approve all eligible applications, priority will be given to those applications showing a significant "public purpose" or "benefit" based upon an evaluation of the following criteria:

The total number of jobs created, with an emphasis on the number of employed McLean County residents. The quality of jobs in terms of salary, skill level, stability, etc. The ratio of MCDL funds to private investment. The amount of alternative funding from sources other than the MCDL proceeds invested in the project. The projected tax revenues for ten (10) years to McLean County and the municipality in which the project is located. The overall benefit to the community or neighborhood. Projects. Reuse or maintenance of sites formerly or currently used for economic activities (brownfield sites) such as sites in established community business and industrial districts, provided project is consistent with municipal plans and land use regulations. The applicant's demonstrated commitment to environmentally sensitive practices. Projects must be supported by the municipality in which they will be located, and the degree to which the project is supported or opposed locally will generally be a factor in decisions on applications.

#### **McLean County Development Loan Fees**

The Borrower will be responsible for the payment of the following fees:

#### **Financing Application Fee**

A non-refundable application fee in the amount of \$300 will be required to submit a financing application to the MCDL Program. Fees will be paid to the BNEDC. An applicant shall bear the cost of any and all expenses incurred in the preparation of loan documentation which shall be satisfactory to the Community Development Corporation Board of Directors. All or a portion of these expenses may be financed. The BNEDC retains the right to waive this fee.

#### Commitment Fee

A Commitment fee of \$500 for loans greater than \$25,000 will be due at loan closing. Fees will be paid to the BNEDC.

#### **Annual Administrative Fee**

An annual administrative fee \$250 for loans greater than \$25,000 will be due on each anniversary date of the loan as long as the loan is outstanding. Fees will be paid to the BNEDC. The annual fee is to be paid in advance and is non-refundable in the event of loan prepayment. The annual fee due for the initial year of the loan term is to be paid at loan closing

**McLean County Development Loan Closing Procedures** 

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Commented [WB25]: Clarification that fees will be paid to EDC

The States Attorney's Office legal counsel for the EDC will arrange with Borrower's counsel all matters regarding the loan closing, including the responsibilities for the preparation of certain loan documents.

#### **Financing of Closing Costs**

The Borrower may finance all or a portion of the closing costs of the MCDL, <u>including those incurred on behalf of EDC's legal counsel</u>, construction loan inspection engineer, and any other professional services which the BNEDC deems necessary to expedite the loan process. The Commitment Fee and the initial Annual Administrative Fee may not be financed in this manner but rather must be paid at loan closing.

#### **Waiver of Provisions**

The BNEDC may waive certain provisions of these Program Guidelines based upon a determination of the private and public benefits being significant enough to warrant such a waiver.

For Additional Information regarding the McLean County Development Loan Program, you may contact the Bloomington Normal Area McLean County Economic Development Council.

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Commented [WB28]: EDC would prefer that SAO arrang for closing documents.

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#### APPENDIX A

The following communities meet the geographic target:

Chenoa

Le Roy

Lexington

Anchor

Arrowsmith

Bellflower

Carlock

Colfax

Cooksville

Danvers

Downs

Ellsworth

Gridley

Heyworth

Hudson

McLean

Saybrook

Stanford

Towanda

Unincorporated McLean County

## Brownfield properties in the following communities are also targeted:

Bloomington

Normal

#### APPENDIX B

#### **Targeted Industries**

**Advanced Manufacturing** 

Industrial Research for Manufacturing, Materials Production, and Steel Making

Automotive Manufacturing

Metal Work

**Machine Tools** 

**Process Equipment** 

Metal Processing

Casting and Forging

**Food Processing** 

Food Science Research

Information Technology

Household Audio and Video Equipment

Instruments - Measuring and Controlling Devices

**Research Organizations** 

**Electronic Components and Assemblies** 

**Electro-Optics** 

Data Storage

**Photonics** 

Commented [WB30]: Who determines Brownfield sitescurrently established through application by municipalities

Commented [MO31]: The EPA defines: A brownfield is a property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. It is estimated that there are more than 450,000 brownfields in the U.S. Cleaning up and reinvesting in these properties increases local tax bases, facilitates job growth, utilizes existing infrastructure, takes development pressures off of undeveloped, open land, and both improves and protects the environment.

Most are identified prior to land development

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**Battery Production** 

Software

Artificial Intelligence

Search Technology

Cyber Security

Spend Management and Optimization

**Entertainment Technology** 

**Communication Equipment and Services** 

Robotics

Biotechnology/Pharmaceutical/Chemical

Financial & Insurance Services

**Logistics & Distribution** 

Laboratory Instruments and Process Equipment

**Laboratory Analytical Instruments** 

Surgical and Medical Instruments and Apparatus

Orthopedic, Prosthetic, and Surgical Appliances and Supplies

X-Ray Apparatus and Tubes and Related Irradiation Apparatus

**Electromedical and Electrotherapeutic Apparatus** 

**Pharmaceuticals** 

**Medicinal Chemicals and Botanical Products** 

**Pharmaceuticals Preparations** 

Biological Products, Except Diagnostic Substances

Industrial Organic Chemicals

Research

Tissue Engineering

Green Products Manufacturing/Environmental Services

Recycled/Reclaimed Materials Processing

Renewable Energy

Biofuel Research, Equipment and Production

Photovoltaic Research and Manufacturing
Wind Energy Research and Equipment
Green Chemistry/Green Materials Research
Water Management/Treatment Equipment
Industrial Waste Management
Alternative Transportation
Pollution Control Systems

## APPENDIX C

## Application

ship Other

PROJECT DESCRIPTION:			

		•		
BUSINESS BACKCR	OUND/HISTORY Place	a datail the history 11	1 1 0 1 .	<del></del>
of major changes in pro-	OUND/HISTORY: Pleas duct/services, employees ar	e detail the history and back	ckground of your business	. Include dates
or major changes in pro-		id sales growin. Add & aπ	ach extra pages if necessar	ry.
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ELIND ALLOCATION.	Diseas havel and a	C1 C 1 ( 1	· · · ·	
nortions) Account for all	Please break out the usage Mclean County funds sough	of loan funds (not the parti	cipating financing	
postdonej. Hecount for an	melean county runus sough			
Total McLean County fu	ınds sought:			
Land Acquisition:				
Building Acquisition				
Building Renovations		%		
New Construction				
Machinery /Equipment				
Inventory Working Capital				
Other (specify)	· ·			
Other (specify)			<del></del>	
Other (specify)			<del></del>	
1 3/			- Long	
COLLATERAL POSITI	ONS: Describe in detail the	collateral being offered to	the conventional lender	
and to the RLF for this pro	ject. Include all appraisals a	nd sources for market valu	e estimates. Add rows if	
necessary.	TALLE	CDED TOS	1	٠ .
ITEM	VALUE	CREDITOR	LIEN POSITION	1
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#### **DOCUMENTS REQUIRED:**

PURCHASE ITEM DETAIL: Please describe each capital item to be purchased with Mclean County Loan funds. Include descriptions of the items along with all salient information (supplier, serial numbers, original manufacturer etc.). Include a time sequence for when these items will be purchased.

JUSTIFICATION FOR PUBLIC FINANCING: Please provide a letter from your participating lender stating why this project is seeking County loan funds. This letter can be sent either electronically or through the mail.

INCOME/CASH FLOW STATEMENTS-Actual/Projected/Year-to-Date (3 years past/forward)

BALANCE SHET-Business Actual/Projected/Year-to-Date (3 years past/forward)

PERSONAL FINANCE STATEMENT

FEDERAL TAX RETURNS-Business and Owners for 3 years past

SCHEDULE OF DEBT-Mortgages, loan agreements, promissory notes, liens

SCHEDULE OF COLLATERAL-valuations/description of asset, appraisals, titles

LEGAL DOCUMENTS-Corporate by laws, partnership agreements, leases

START UP BUSINESS-Business Plan, and monthly income statement in year one

Members Selzer/Barnett moved the County Board approve a Request for Approval of the Economic Development Loan Program. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

## **HEALTH COMMITTEE:**

Member Schafer, presented the following:

## Food Program Fee/Expense Analysis

Fee Revenue	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>4 Yr. Avg.</b> \$297,221 \$548,889
Program Expense	\$280,867	\$296,729	\$302,859	\$308,430	
% Fee Revenue of Program	\$536,699	\$540,762	\$554,330	\$563,766	
Expense	52%	55%	55%	55%	54%
# Active Food Permits w/Fees	687	687	687	704	691
Avg. Revenue/Permit Avg. Cost/Permit	\$409	\$432	\$441	\$438	\$430
	\$781	\$787	\$807	\$801	\$794

The Health Department examined 2014-2017 data and found the average food permit fee at \$430; and, the average cost to the Health Department to perform inspections for each establishment at \$794.

The Health Department issued, on average, 729 permits with fees. However, there were also 139 permits without associated fees, because of the establishment's non-profit status. The average cost of inspections for those 139 non-fee permits was \$110,366 (which is asorbed by the establishments that paid the permit fee and by the property taxes levied by the Health Department). Finally, 54% of the Food Program's expenses are supported by fees while the remaining 46% is supported by property taxes.

The proposed 3% increase in user fees represents the Health Department's due diligence compliance with the McLean County Revised Budget Policy Resolution, 2-2 User Fees and Charges: "Every effort shall be made to identify and/or establish appropriate user fees for charges, as authorized by State law, for appropriate public services as recommended in the Fiscal Year 2019 Budget."

## **2018 County EH Food Fee Comparisons**

PROGRAM	· FOOD PERMITS			
County	Class I	Class II	Class III	
McLean	\$551	\$415	\$278	
Champaign-Urbana	\$400*	\$300*	\$150*	
Peoria City/County	\$580*	\$470*	\$360*	
Sangamon	\$866*	\$678*	\$334*	
Tazewell	\$350*.	\$250*	\$150*	

<sup>\*</sup>Denotes the local health department charges an additional inspection fee or review fee.

Champaign – Urbana Public Health District (C-UPHD) charges plan review fee based on the square footage of a facility from \$100 - \$500 (100 sqft - 50,000 sqft). C-UPHD also charges a \$25/hour re-inspection fee for food establishments and a \$50 permit reinstatement fee.

Peoria has plan review fees of \$75, \$175, and \$235 based upon the extent of the remodel or if the facility sells prepackaged food only. A penalty fee of \$200 is issued to a food establishment operating without a Certified Food Protection Manager (CFPM) that is required to have one; and an escalating re-inspection fee of \$50, \$70, and \$90 assessed by the number of reinspections following a routine inspection. Peoria also charges a "Compliance Inspection" fee of \$150 for establishments with documented on-going non-compliant issues.

Sangamon County charges \$180 - \$592 for plan reviews and escalating re-inspection fees from \$100 -\$300 depending on the number of recurring re-inspections to achieve compliance.

Tazewell County charges \$400 for new establishment plan reviews and \$100 - \$300 change of ownership and remodeling fees based on sq. ft. Tazewell county also charges \$18 per violation re-inspection fee.

McLean County's current food fee structure is a clear and honest representation to the public of the fees charged at the time of permit issuance and during the operation of the food establishment.

TA-1901-2018 fee comparisons

## AMENDING Article XVIII: Miscellaneous Code Fees Chapter 205: Fees Section 205-90

WHEREAS, the McLean County Board has certain ordinances which promulgate certain rules and regulations pertaining to the regulation of food service establishments, retail food stores, and bed and breakfast establishments for the promotion and protection of health and the control of disease; and

WHEREAS, the McLean County Ordinance is required by the Illinois Administrative Code to be at least as stringent as state rules and regulations; and

WHEREAS, the McLean County Board of Health has recommended on September 12, 2018, that permit and license fees be increased, and the county code be amended as proposed to meet state requirements; and

WHEREAS, the Health Committee at their October \_\_\_\_\_, 2018 meeting has concurred with such recommendations, now, therefore

BE IT ORDAINED by the County Board of McLean County, now in regular session, that the aforesaid Chapter 205 is and hereby is amended to read as follows:

# Article XVIII: Miscellaneous Code Fees Chapter 205: Fees Section 205-90

Food service fees shall be as follows:

§ 205-90 **Chapter 216, Food Service.** Food service fees shall be as follows:

Section 216-5F	Fee for Food service establishment permits:	Amount	
2,00	Class A [Amended 10-17-17; 1018]	\$ <del>551</del> /year	<u>\$568/year</u>
	Class B [Amended 10-17-17; <b>1018</b> ]	\$4 <del>15/year</del>	\$427/year
	Class C [Amended 10-17-17; <b>1018</b> ]	\$ <del>278/year</del>	\$286/year
	Class F	No fee	

216-5H Late permit renewal penalty:

Payment received after January 7.of renewal year \$50 Payment received after January 21 of renewal year \$100

Section		Fee for			Amount	
216-16G F	Retail food	store permits	s:		<del>_</del>	
	Class A	-			A	
	[Amended	d 10-17-17; <b>1</b> 0	018 ]		\$ <del>551/year</del>	<u>\$568/year</u>
	Class B				<b>C44E</b> b	A407/
	[Amended	i 10-17-17; <b>1</b> (	018]		\$ <del>415/year</del>	<u>\$42//year</u>
	Class C				#270h.	60006
	[Amended	l 10-17-17; <b>1</b> 0	018 ]		\$ <del>278/year</del>	<b>∌</b> 286/year
	Class D		•		\$ <del>278/year</del>	£206/400=
	•	l 10-17-17; <b>1</b> 0	)18 ]		⊕ <del>≥ rorycar</del>	<u> ⊅200/year</u>
	Class E				\$ <del>137/yea</del> r	\$1/11/voor
	-	10-17-17; <b>1</b> 0	)18]		ψ <del>ιονήσαι</del>	Ψ1+1/year
(	Class F				No fee	
216-32F B	led-and-br	<b>eakfast estab</b> 10-17-17; <b>10</b> -	lishment per	rmit:		
=		10-17-17; <b>10</b> -	18]			
	Class H				\$415/year	\$427/year
(	Class I				\$ <del>278/year</del>	<u>\$286/year</u>

This amendment shall become effective and in full force on January 1, 2019. Adopted by the County Board of McLean County, Illinois, this \_\_\_\_ day of October 2018.

John McIntyre, Chairman of the McLean County Board

ATTEST: .

Kathy Michael, Clerk of the McLean

Board of McLean County

Members Schafer/Cavallini moved the County Board approve a Request for Approval of Amendment to McLean County Code Article XVIII: Miscellaneous Code Fees Chapter 205: Section 205-90 Chapter 216 Food Service Fees. Member Barnett abstained from voting. Clerk Michael shows all Members but Barnett voting in favor of the Motion. Motion carried.

## LAND USE AND DEVELOPMENT COMMITTEE:

Member Erickson, presented the following:

## AMENDATORY ORDINANCE AMENDING CHAPTER 350 OF THE McLEAN COUNTY CODE

WHEREAS, the McLean County Land Use and Development Committee in case ZA-18-03 has proposed that certain portions of the text of the McLean County Code regarding solar power generation facilities be amended; and

WHEREAS, notice was published in the Pantagraph on October 20, 2018, in the eight McLean County newspapers of the Normalite Group on October 18, 2018 and was mailed to all McLean County township supervisors and mayors/presidents of incorporated municipalities in McLean County in accordance with all applicable provisions of the laws of the State of Illinois, County of McLean; and

WHEREAS, the McLean County Zoning Board of Appeals, after due notice as required by law, held a public hearing on said proposal identified as Case ZA-18-03 on November 6, 2018 and recommended that the said County Code be amended according to the attached Exhibit A; and

WHEREAS, the County Board of McLean County, Illinois deems it necessary and proper and in the public interest to so amend said McLean County Code; now, therefore,

BE IT ORDAINED that the McLean County Code be and hereby is amended according to the attached Exhibit A.

Adopted by the County Board of McLean County, Illinois this 20th day of November 2018

ATTEST:

APPROVED:

Kathy Michael, County Clerk McLean County, Illinois John D. McIntyre Chair McLean County Board

#### EXHIBIT A

## Chapter 350 of the McLean County Code The McLean County Zoning Ordinance

(Additions are indicated by text and stricken material by text)

## Solar Power Generation Facilities - Text Amendment

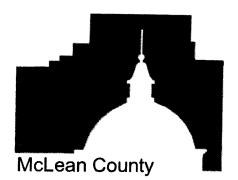
## 350-43.00 (3) (Use Standards for a solar power generating facility).

- (OO) Major utilities that are not regional pollution control facilities or otherwise exempted in Article I of these regulations shall not be located within 200 feet of a boundary line of an R-1 or R-2 District.
  - (3) The following standards shall apply to Solar Farms:
    - A. Setbacks: The facility shall be set back 50 feet from the front and rear property lines and 30 feet from the side property lines.
    - B. Lighting shall be installed for security and safety purposes only. Except with respect to lighting required by the FCC or FAA, all lighting shall be shielded so that no glare extends substantially beyond the boundaries of a facility.
    - C. An erosion control plan shall be provided.
    - D. A storm water management plan shall be provided.
    - E. All areas occupied by the facility that are not utilized for access to operate and maintain the installation shall be planted and maintained with a native shade tolerant grass or other vegetation for the purpose of soil stabilization or other methods approved by the Director of Building and Zoning.
    - F. Solar panels shall require construction permits from the Department of Building and Zoning. Solar panels that are part of a solar power generating facility shall require engineering certified by a registered engineer or other certified professional before an occupancy permit will be issued.
    - G. If a facility ceases to produce electricity on a continuous basis for 24 months, the equipment must be removed, and the site restored to original condition.
    - H. Facility shall provide approval for access points and change in access use from the road authority.
    - I. As a condition of receiving a permit from the County, the facility owner must pay the cost of hiring a professional engineer to provide a certified estimate of decommissioning costs. The facility owner shall provide decommissioning security financing of \$25,000 per megawatt or the

estimated cost of decommissioning by the engineer, whichever is greater; and shall be provided in its entirety at the time of application for a construction permit. Security financing must be in the form of an irrevocable letter of credit or a cash escrow, unless the County Board, in its sole discretion, agrees to accept a performance bond. The decommissioning cost estimate will be reviewed and revised by the facility owner at least after the 10<sup>th</sup> year of operation and each five years thereafter. For deconstruction, all infrastructure needs to be removed to a depth of five feet and all panel support posts need to be removed entirely.

J. The facility owner must provide an Agricultural Impact Mitigation
Agreement signed by the facility owner and the Illinois Department of
Agriculture prior to the issuance of a permit to construct from the County,
and must certify that it will comply with all of the terms of the Agreement.
Nothing in the Agricultural Impact Mitigation Agreement will preclude
the County from establishing any standards that exceed those contained in
the Agreement.

Members Erickson/Wollrab moved the County Board approve a Request for Approval of the McLean County Land Use and Development Committee in Case ZA-18-03 for a text amendment. This is a text amendment of Article VI Section 350-43.OO (3) (Use Standards for a solar power generating facility) of the Zoning Ordinance. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.



## TRANSPORTATION COMMITTEE:

Member Caisley, presented the following:

## HIGHWAY DEPARTMENT

102 S Towanda Barnes Road Bloomington, IL 61705 (309) 663-9445 Phone (309) 662-8038 FAX highway@mcleancountyil.gov

DATE:

October 30, 2018

TO:

Chairman Caisley and Members of the McLean County Board Transportation

Committee

FROM:

Jerry Stokes, County Engineer

Agreement for Storm Water Education Program Services with the Ecology Action Center, City of Bloomington, Town of Normal, McLean County and the Bloomington-Normal Water Reclamation District for February 1, 2019 through January 31, 2022

## Recommended Action:

The Highway Department recommends approval of the Storm Water Education Program Service Agreement for February 1, 2019 through January 31, 2022.

## Background:

As part of McLean County's required MS4 Permit for Storm Water Quality Management, there is an educational and outreach program requirement. This requirement is met through an agreement with the Ecology Action Center (EAC). The EAC provides educational materials and gives workshops at schools and various community groups throughout the County. The EAC also provides quarterly and annual reports that are used by the County for annual submittal to the EPA.

McLean County's portion in 2019 will be \$2,813.

## AGREEMENT FOR STORM WATER EDUCATION PROGRAM SERVICES

This agreement is entered into this 1<sup>st</sup> day of February, 2019, between the City of Bloomington, the Town of Normal, McLean County, and the Bloomington-Normal Water Reclamation District (hereinafter referred to as "City", "Town", "County", and "BNWRD") and the Ecology Action Center, an Illinois not-for-profit corporation (hereinafter referred to as the "Center").

## A. Purpose of This Agreement

The purpose of this agreement is to establish a framework for the continuing administration and implementation of a storm water education program, hereafter referred to as the "Program" to include storm water education programming for the City, Town, County, and BNWRD and assist the City, Town, County, and BNWRD in meeting the public education and outreach requirements of their National Pollution Discharge Elimination System (NPDES) Phase II Storm Water Management Plans.

## B. Period of Agreement

The period of this agreement is (3) years commencing on February 1, 2019 and ending on January 31, 2022. Either party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other party.

## C. Services

1. City, Town, County, and BNWRD

The City, Town, County, and BNWRD shall:

- a. provide program guidance and oversight; and
- b. provide funding for the Program in accordance with item "D" of this agreement.

#### 2. Center

The Center shall:

- a. provide the storm water education services to the City, Town, County, and BNWRD as outlined in the Appendix A, being the Center's proposed Storm Water Education Program; and
- b. complete the following reporting requirements: 1) quarterly progress reports to the City, Town, County, and BNWRD; and 2) segregated annual reports to the City, Town, County, and BNWRD in the form

and content required for submittal to the Illinois Environmental Protection Agency.

## D. Project Costs:

- 1. Annual payments of \$16,719 each shall be made by the City and the Town by March 1<sup>st</sup>, pending receipt of an invoice from the Center by February 15<sup>th</sup>. Beginning February 1, 2020, such annual payment shall be adjusted on February 1<sup>st</sup> of each year by the lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.
- 2. Annual payments of \$2,813 shall be made by the County by March 1<sup>st</sup>, pending receipt of an invoice from the Center by February 15<sup>th</sup>. Beginning February 1, 2020, such annual payment shall be adjusted on February 1<sup>st</sup> of each year by the lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.
- 3. Annual payments of \$2,370 shall be made by BNWRD by March 1<sup>st</sup>, pending receipt of an invoice from the Center by February 15<sup>th</sup>. Beginning February 1, 2020, such annual payment shall be adjusted on February 1<sup>st</sup> of each year by the lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.

It is understood by all parties that payment in support of this agreement is contingent upon the availability of Program revenue and/or funds provided through the City, Town, County, and BNWRD.

- E. Center shall save and hold the City, Town, County, and BNWRD, (including its officials, agents and employees) free and harmless and indemnify City, Town, County, and BNWRD from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use for any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with Center's performance under this agreement.
- F. This agreement may be modified by mutual consent of the parties hereto and agreed to in writing, and does not preclude separate agreements between the Center and individual units of local government for additional services.
- G. Center agrees to execute and does hereby represent that the affirmations contained in Exhibit 1 attached hereto are true and correct.

City of Bloomington	Date
Town of Normal .	Date
McLean County	Date
Bloomington-Normal Water Reclamation Distri	ct Date
Ecology Action Center	Date

#### **APPENDIX A**

#### The Center shall:

- 1. Provide the following storm water education services to the City, Town, County, and BNWRD:
  - a. Ongoing program evaluation
  - b. Perform Clean Water education programs in Bloomington-Normal schools and Tri-Valley Elementary School, Hudson Elementary School, and Towanda Elementary School
  - c. Provide informational displays at local events (Earth Day, Sugar Creek Arts Festival, Illinois Sustainable Living and Wellness Expo, etc.)
  - d. Conduct the Yard Smart program to promote reduction in use of synthetic fertilizers
  - e. Encourage reduction of stormwater runoff through coordination of rain barrel workshops and rain garden workshops
  - f. Promote and coordinate public involvement in watershed activities such as stream clean up events, storm drain stenciling and promote related programs such as RiverWatch stream monitoring
  - g. Provide clean water educational efforts in rural areas including the Lake Bloomington community, Towanda and Hudson to encourage proper septic system maintenance, stream buffers, and awareness of storm water issues
  - h. Conduct outreach campaigns through social media and traditional media
  - i. Maintain mCLEANwater.org watershed clearinghouse website as resource for information on local water.issues, watershed plans, with online forums of topics related to clean water.
  - j. Coordinate Creek Stewards program on behalf the City and Town. Will recruit, train, and supervise volunteers in removal of exotic weeds and brush along Sugar Creek and other waterways in Bloomington-Normal.
  - k. Provide MS4 "Good Housekeeping" program assistance to the County.
- 2. Provide for the administration of the program to include:
  - a. Submission of quarterly progress reports to the City, Town, County, and BNWRD on the activities conducted in compliance with this agreement;
  - b. Submission of segregated annual reports to the City, Town, County, and BNWRD, to reflect where practical the separate accomplishments for each entity:
  - c. Combining of relevant programs as appropriate in order to avoid duplication and reduce costs and time;
  - d. Submission of required reports and updates to the Illinois Environmental Protection Agency (IEPA);
  - e. Invoices for services performed in accordance with item "D" of this agreement.

#### Exhibit 1

#### Contractor Certification

Contractor on behalf of contractor certifies that the following representations are true and correct and further agrees as a condition of doing business with the Town of Normal, City of Bloomington, County of McLean, and BNWRD to require all of Contractor's subcontractors and sub-subcontractors to certify that the following representations are true and correct for each subcontractor and sub-subcontractor:

- Contractor certifies that no Town of Normal, City of Bloomington, County of McLean, and BNWRD officer or employee has any interest in the proceeds of this contract.
- 2. Contractor certifies that same has not committed bribery or attempted bribery of an officer or employee of any governmental official whether on the federal, state or local level.
- 3. Contractor certifies that same has not been barred from conducting business with any governmental unit whether federal, state or local.
- 4. Contractor certifies that the business entity its officers, directors, partners, or other managerial agents of the business have not been convicted of a felony under the Sarbanes-Oxley Act of 2002 nor have any of the same been convicted of any felony under state or federal securities laws.
- 5. Contractor certifies that same has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E-3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating).
- 6. Contractor certifies that same is not delinquent in the payment of any debt or tax due the State or the Town of Normal, City of Bloomington, County of McLean, and BNWRD.
- 7. Contractor certifies that same has read the Drug-Free Workplace Act (30 ILCS 580/1 et.seq.) and is in compliance with the act on the effective date of this contract.
- 8. Contractor certifies that same shall maintain books and records relating to the performance of this contract as necessary to support amounts charged under the contract for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract.
- 9. Contractor agrees to comply with applicable provisions of the Town of Normal Human Rights Ordinance, the Illinois Human Rights Act, the U.S. Civil Rights Act and the Americans with Disabilities Act.
- 10. Contractor certifies that the same is an "Equal Opportunity Employer" as defined by Section 2000 (e) of Chapter 21, Title 42 U.S. Code Annotated and applicable Executive Orders.
- 11. Contractor certifies in accordance with the State of Illinois Steel Products Procurement Act (30 ILCS 565/ et.seq.) that steel products used or supplied in

- the performance of this contract are manufactured or produced in the United States.
- 12. Contractor certifies that same is in compliance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/ et seq.)
- 13. Contractor certifies that same is in compliance with the State of Illinois Public Works Employment Discrimination Act (775 ILCS 10/ et seq.)
- 14. Contractor certifies that same is in compliance with the State of Illinois Prevailing Wage Act (820 ILCS 130/et seq.)
- 15. Contractor certifies that for public works contracts exceeding one hundred thousand dollars (\$100,000) in value contractor is in compliance with the Town of Normal Responsible Bidder Ordinance which requires Contractor to participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. (This provision shall not apply to federally funded projects if such application would jeopardize the receipt of use of federal funds in support of such project.)
- 16. Contractor certifies that same is or is not (please circle applicable designation) a Minority and Female Business Enterprise as defined by the State of Illinois (30 ILCS 575/et seq.)

Contractor:	•	
Date:		

## Program Budget

EXPENSES	subto	otal
Clean Water School program	\$	6,496
Staff time in classroom	\$	2,040
Coordination	\$	1,800
Travel to schools	\$	816
Program supplies	\$	300
Printing	\$	600
Cups for sending message home	\$	940
Yard Smart Program	\$	10,080
Rain Barrel Workshops	\$	2,500
Yard Smart Garden Walk	\$	2,580
. yard walk food	\$	500
Coordination	\$	1,200
Promotion	\$	1,000
Printing	\$	400
Supplies	\$	600
Rain Garden maintenance	\$	500
Demonstration Landscaping maintenance	\$	800
Community involvement: Volunteer Stream Clean-up, Storm Stenciling Program	\$	3,025
Staff time	\$	1,500
Travel	\$	225
Stencils	\$	800
Supplies	\$	500
Sugar Creek Stewardship Program	\$	8,920
Sugar Creek Stewards workdays	Š	1,100
prep, planning, maintenance	\$	900
Sugar Creek Stewards coordination	\$	4,320
Herbicide	\$	1,000
tools, sprayers	\$	600
seed and plant plugs	\$	1,000
Presentations /Information tables	\$	3,000
	\$	3,000
Media campaign, newsletters, displays		
Media campaign, newsletters, displays  McLean County Watershed Forum website	\$	1,000

REVENUE	subtotal	
Contractual funding	\$	38,621
City of Bloomington	\$	16,719
Town of Normal	\$	16,719
McLean County Highway Department	\$	2,813
BNWRD	\$	2,370
Workshop Fees	\$	1,400
TOTAL	\$	40,021

Members Caisley/ Cavallini moved the County Board approve a Members/ moved the County Board approve a Request for Approvalof Agreement for Storm Water Education Program Services with Ecology Action Center. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

#### PROPERTY COMMITTEE:

Member Segobiano, presented the following:



OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX: (309) 888-5111

115 E Washington St, Room 401, Bloomington, IL 61701

November 15, 2018

To: Honorable Chairman Segobiano and Members of the Property Committee

From: Eric S. Schmitt, Administrative Services Director

Re: Emergency Appropriation Ordinance for FF&E

The McLean County Administrator's Office is requesting an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2018 Combined Annual Appropriation and Budget Ordinance General Fund 0001, Facilities Maintenance 0041, 0050-0450.0009, 0050-0621.0001, and 0050-0833.0002.

The McLean County Facilities Maintenance Department is working on the procurement of Furniture, Fixtures, and Equipment (FF&E) for the Expansion of the McLean County Law & Justice Center. One group of items needed is the network hardware for the County's Administrative computer network in the building. The Information Technologies Department used existing contracts to procure the network hardware for the Law & Justice Center Expansion Project. The Administrator's Office has taken quotes for two desks for offices in the Law & Justice Center Expansion Project and for inmate furniture and equipment for use in the Law & Justice Center Expansion Project. The McLean County Public Building Commission has reimbursed McLean County \$69,991 for the cost of all the FF&E discussed above. The Administrator's Office recommends the County Board approve this budget amendment.

## An EMERGENCY APPROPRIATION Ordinance Amending the McLean County Fiscal Year 2018 Combined Annual Appropriation and Budget Ordinance

WHEREAS, the McLean County Board, on November 21, 2017, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2018 Fiscal Year beginning January 1, 2018 and ending December 31, 2018; and.

**WHEREAS**, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Facilities Maintenance Department 0041, and,

**WHEREAS**, the Expansion of the Law & Justice Center requires the purchase of furniture, fixtures, and equipment (FF&E); and

**WHEREAS**, the FF&E includes the purchase of computer equipment, office furniture, and inmate furniture and equipment; and

**WHEREAS**, all FF&E items were purchased from existing procurement contracts or through quotations; and

WHEREAS, the McLean County Public Building Commission has reimbursed McLean County for the FF&E items included in this emergency appropriation to be used in the Expansion of the Law & Justice Center; and

**WHEREAS**, Facilities Maintenance wishes to add \$69,991 to revenue line item 0450.0009, PBC Reimbursements, increase the appropriation for expense line item 0833.0002, Purchase/Computer Equipment, by \$58,928, and increase the appropriation for expense line item 0621.0001, Non-Major Equipment, by \$11,063; and

**WHEREAS**, the Property Committee at a stand-up meeting on November 20, 2018 approved and recommended to the County Board an Emergency Appropriation Ordinance; now, therefore,

#### **BE IT ORDAINED** by the McLean County Board as follows:

1. That the County Treasurer/Auditor are directed to make additions to the appropriation budget of the General Fund 0001, Facilities Maintenance Department 0041:

DDC D 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Current	Add(Subtract)	<u>Amended</u>
PBC Reimbursements 0001-0041-0050-0450.0009	\$1,815,032	\$69,991	\$1,885,023
Purchase/Computer Equipment 0001-0041-0050-0833.0002	\$5,725	\$58,928	\$64,653
Non-Major Equipment 0001-0041-0050-0621.0001	\$44,814	\$11,063	\$55,877

2. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Administrator, County Auditor, County Treasurer, and Facilities Maintenance.

ADOPTED by the McLean County Board the 20th day of November, 2018.

ATTEST:

**APPROVED:** 

Kathy Michael, Člerk of the County Board

McLean County, Illinois

John D. McIntyre, Chairman McLean County Board

Members Segobiano/Murphy moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2018 Combined Annual Appropriation and Budget Ordinance for the Facilities Maintenance Department 0041. (requires 2/3 County Board approval pursuant to 55/LCS 5/6-1003). Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

## Don Knapp

## McLean County State's Attorney

JUSTICE COMMITTEE: Member Schafer, presented the following:

McLean County Law and Justice Center 104 West Front Street Bloomington, Illinois 61701

Memo to:

George Gordon, Chair of the McLean County Board Justice Committee

Memo from: Don Knapp

RE:

FY 19 Appellate Prosecutor's Contract

Dr. Gordon,

Attached please find documents I received today from the State's Attorney Appellate Prosecutor's Office. I am happy to inform the County Board that our contribution toward that office has not been increased for FY 2019. The attached documents describe the work completed by the SAAP for McLean County and indicates that our \$32,000 contribution for FY 2019 is the same as our FY 2018 contribution.

As many on the Justice Committee have noted in the past, as have others on the County Board, the work performed by the SAAP for the \$32,000 contribution may be the most economically advantageous agreement the County is a part of. As such, I submit these documents to you and recommend the Board authorize the Chairman of the County Board to execute the attached resolution.

Should you have any questions or comments regarding this matter, please do not hesitate to contact me.

Regards,

Don Knapp



# STATE'S ATTORNEYS APPELLATE PROSECUTOR

Administrative Office • 725 South Second Street • Springfield, IL 62704 • 217-782-1628 • Fax 217-782-6305

PATRICK J. DELFINO DIRECTOR

DAVID J. ROBINSON CHIEF DEPUTY DIRECTOR

October 25, 2018

JUSTIN HOOD CHAIRMAN

**DEPUTY DIRECTORS** 

DAVID J. ROBINSON  $2^{nd}/3^{rd}/4^{th}$  DISTRICTS

PATRICK D. DALY 5<sup>TH</sup> DISTRICT

**BOARD OF GOVERNORS** 

FIRST DISTRICT:

KIMBERLY M. FOXX STATE'S ATTORNEY COOK COUNTY

SECOND DISTRICT:

JOSEPH P. BRUSCATO STATE'S ATTORNEY WINNEBAGO COUNTY

JOSEPH H. McMAHON STATE'S ATTORNEY KANE COUNTY

THIRD DISTRICT:

JOHN L. McGEHEE STATE'S ATTORNEY ROCK ISLAND COUNTY

STEWART J. UMHOLTZ STATE'S ATTORNEY TAZEWELL COUNTY

FOURTH DISTRICT:

BEN GOETTEN STATE'S ATTORNEY JERSEY COUNTY

JOHN C. MILHISER STATE'S ATTORNEY SANGAMON COUNTY

JULIA R. RIETZ STATE'S ATTORNEY CHAMPAIGN COUNTY

FIFTH DISTRICT:

TYLER R. EDMONDS STATE'S ATTORNEY UNION COUNTY

STATE'S ATTORNEY
HAMILTON COUNTY

www.ilsaap.org

Honorable Don Knapp McLean County State's Attorney McLean County Courthouse 104 West Front Street, Room 605 Bloomington, Illinois 61702

Dear State's Attorney Knapp:

I am pleased to inform you that your county's FY19 contribution for participating in our Agency's program will remain at the same amount as FY18. The amount due from your county is listed on the enclosed billing statement.

In consideration of your contribution, our Agency is ready to serve you in the following areas:

- 1. Handling all criminal and civil appeals;
- 2. Serving as Special Prosecutor in conflict cases or in cases where there is the appearance of a conflict;
- 3. Providing specialized service by our Local Drug Prosecution Support Unit to assist in research, trial, and appeal of drug cases with a particular emphasis on asset tracking and forfeiture;
- 4. Assisting in the trial and appeal of tax objection cases;
- 5. Assisting in labor matters arising under the Illinois Public Labor Relations Act; and
- 6. Providing comprehensive legal training programs for prosecutors to comply with MCLE credit requirements.

For your use and convenience, I am enclosing a sample resolution for presentation to your County Board. When the enclosed resolution is approved, or one similar to it, kindly return a fully executed copy to our Office.

Thank you again for your participation in our Program and for your active support of our Agency. Please let me know whenever I can be of service.

Looking forward to working with you in the upcoming year.

Very truly yours,

Patrick | Delfino

Director

enclosures

PATRICK J. DELFINO DIRECTOR

JUSTIN HOOD CHAIRMAN

#### **STATEMENT**

October 25, 2018

Honorable Don Knapp McLean County State's Attorney McLean County Courthouse 104 West Front Street, Room 605 Bloomington, Illinois 61702

> COLLECTION OF COUNTY MATCHING FUNDS December 1, 2018 - November 30, 2019

County fiscal year December 1, 2018, through November 30, 2019. County contribution for participation in the State's Attorneys Appellate Prosecutor's Program.

AMOUNT DUE:

\$32,000.00

Make check payable to State's Attorneys Appellate Prosecutor's County Fund and remit to:

Gloria Mundy Chief Fiscal Officer State's Attorneys Appellate Prosecutor 725 South Second Street Springfield, Illinois 62704

For questions please contact Gloria Mundy at 217-782-1632 or gmundy@ilsaap.org.

PLEASE NOTE: A signed resolution must be sent. The resolution serves as your contract with the Agency and must be kept by the Agency for auditing purposes.

PLEASE MAKE CHECKS PAYABLE FOR **COUNTY CONTRIBUTIONS ONLY** . . . do not add payment for labor, special prosecution charges, or cannabis fines.

#### RESOLUTION

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Counties containing less than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725 ILCS 210/1 et seq., as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives approval and support from the respective Counties eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

NOW, THEREFORE, BE IT RESOLVED that the McLean County Board, in regular session, this 20th day of November, 2018 does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorney of this County in the appeal of all cases, when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the State's Attorney's duties under the Illinois Public Labor Relations Act, including negotiations thereunder, as well as in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorneys and Assistant State's Attorneys.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED that if the Office of the State's Attorneys Appellate Prosecutor is duly appointed to act as a Special Prosecutor in this county by a court having jurisdiction, this county will provide reasonable and necessary clerical and administrative support on an as-needed basis.

BE IT FURTHER RESOLVED that the McLean County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2019, commencing December 1, 2018 and ending November 30, 2019, by hereby appropriating the sum of \$32,000.00 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the Fiscal Year 2019.

Passed and adopted by the County Board of McLean County, Illinois, this 20th day of November, 2018

ATTEST: Kathy Michael Chairman John D. McIntyre

Members Schafer/Segobiano moved the County Board approve a Request for Approval of FY 19 Appellate Prosecutor's Contract. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

# McLean County

#### PROBATION & COURT SERVICES

JUSTICE COMMITTEE:

Member Schafer, presented the following:

Adult and Juvenile Probation: (309) 888-5372

104 W. Front Street, P.O. Box 2400 Law & Justice Center, 7th Floor Bloomington, IL 61702

Juvenile Detention Center (309) 888-5550 903 N. Main Street, Normal IL, 61761

MEMO:

To: Honorable Members of the Justice Committee

CC: Chief Judge Mark Fellheimer

CC: Mr. William Wasson

CC:

From: Cassy Taylor

**Date:** October 31, 2018

Re: Court Services Agreements with National Center for State Courts for Adult Redeploy

Illinois Program

Attached, please find an agreement between McLean County Adult Court Services and the National Center for State Courts. The agreement supports an independent review of the Adult Redeploy Illinois program for McLean County with interest in restructuring the program to increase participation by eligible offenders as defined by State law.

Revenue to support this agreement comes from our ARI 2019 grant and has been included in the 2019 proposed budget.

I will be available at the Board Committee meeting on Tuesday November 20th, to answer any questions you may have.

Thank you for your consideration in this matter.



A nonprofit organization improving justice through leadership and service to courts

Mary Campbell McQueen *President* 

Daniel J. Hall
Vice President
Court Consulting Services
Denver Office

#### **AGREEMENT**

THIS AC	GREEMEN	IT is made bet	tween the McL	ean Coun	ity Court Services	(hereinafter	referred
to as the	Client) and	I the National	Center for Stat	te Courts	(hereinafter referr	red to as the	Center)
on the		day of	, 2018.	•			

#### **RECITALS**

WHEREAS, the National Center for State Courts is a nonprofit corporation headquartered at 300 Newport Avenue, Williamsburg, Virginia; and

WHEREAS, Client desires to engage the Center, as an independent contractor, to provide the services specified herein and the Center desires to accept such engagement and to provide the services on the terms contained herein:

WHEREAS, the Client desires to employ the services of the Center to assist in enhancing the capacity of ARI programming through a redesign of programming serving high risk/high need eligible offenders, including those served by problem-solving courts, starting at intake;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto, intending to be legally bound, do hereby agree as follows:

- I. Term. The work under this Agreement shall commence on or before November 1, 2018, and the project shall be completed on or before June 30, 2019, unless the time for completion is extended by the mutual agreement of the parties in writing as hereinafter provided.
- II. **Scope of Work**. The Center shall perform, in a businesslike and professional manner, the services described in Attachment A except as hereafter amended by the mutual agreement of the parties hereto. Attachment A is incorporated by reference and made a part hereof.

#### III. Compensation.

a. For the performance of the services hereunder, the Client shall pay the Center based upon the compensation schedule set forth in Attachment B. Attachment B is incorporated by reference and made a part hereof.

b. All invoices and statements for services rendered should include the name, address, and federal identification number of the Center and shall be sent to Client as follows:

McLean County Court Services
Attention: Cassy Taylor: Director
104 W. Front Street Room 700
Bloomington IL 61701
Cassy.Taylor@mcleancountyil.gov

All checks or warrants in payment of such invoices should be made payable to the National Center for State Courts. All payments should be mailed to:

Accounting Department
National Center for State Courts
300 Newport Avenue
Williamsburg, Virginia 23185-4147
757/253-2000

- IV. Independent Contractor Relationship. The parties agree that the Center's status for conduct of tasks described herein shall be as an independent contractor. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, or to create a relationship of an employer- employee or principal- agent. Any and all employees of the Center while engaged in the performance of any work or service required by the Center under this Agreement shall be considered employees of the Center only and not of the Client. Any and all claims that may arise under the Worker's Compensation Act on behalf of said employees while so engaged in any of the work or service to be rendered hereunder shall be the sole obligation and responsibility of the Center.
- V. *Use of Consultants.* The Center reserves the right to use outside consultants as deemed necessary by the Center. Such consultants shall have the prerequisite qualifications and experience to perform the obligations and duties of the Center under this Agreement.
- VI. Access to Information and Facilities. The Client, recognizing that convenient and timely access to relevant data, information, personnel, and facilities is necessary to the performance of the obligations of the Center in the discharge of its duties under this Agreement, shall assist, or otherwise aid the Center in the procurement of such data or information and/or access to such personnel and facilities as necessary for the Center to perform its duties under the terms and conditions of this Agreement.
- VII. Confidentiality of Data. The Center will ensure that any information, including but not limited to child support, employment, public assistance, wage and tax information obtained through this Agreement will remain confidential and be used only for the purposes authorized under this Agreement. The Center is prohibited from entering into any agreement to furnish, or from otherwise disclosing or sharing, any child support,

employment, public assistance, or wage and tax information, (including information with all personal identifiers removed and including statistical tabulations or research results, which reveal information that can be associated with an identifiable individual) to any third party, including vendors or subcontractors, regardless of the purpose, without the prior written approval of the Client unless otherwise authorized by statute or required by a court of competent jurisdiction.

- VIII. *Release of Information.* All media releases, public announcements, or public disclosures relating to the work produced pursuant to this Agreement shall be coordinated with and approved by Client prior to any release.
- IX. Copyrights. The Center retains all rights, title and interest in and to all data, report materials, inventions, techniques, methodologies, reports, copyrights, artwork, illustrations, and other original materials. Where the performance of this Agreement results in a book, report, or other copyrightable material, the Center is free to copyright the work but the Client is granted a royalty-free, nonexclusive right and license to produce, reproduce, publish, distribute or otherwise use, and to authorize others to use, the work for any governmental or public purpose.
- X. *Modification.* No modifications, amendments or changes may be made to the terms and conditions of this Agreement (including, but not limited to scope of work, deliverables, timetable or terms of agreement, price, cost, or budgetary adjustments or other information including names, addresses and telephone numbers of persons to contact for submission and approval of proposed changes), unless the same are in writing and signed by the parties hereto.

#### A. Changes in work

The Center shall make no change in services unless pursuant to a written request from (Client) authorizing the Center to proceed with the change.

#### B. Notification by NCSC of work involving extra cost

If the Center believes that any changes or instructions proposed by Client involve extra work, extra cost, or an extension of time that was not contemplated by the parties, the Center shall so notify Client in writing within five days after such discovery. The Center shall not proceed to execute such work until making this notification.

#### C. Extra work defined

For purposes of this contract, extra work shall mean work the performance of which is found necessary for proper completion of the project, but which is not covered by any item in the bid schedule and the proposal and for which no means of payment, direct or indirect, has been provided in the contract, and for which special remuneration, by an equitable price adjustment or by other consideration, to be negotiated by the parties, shall be paid to the Center.

#### D. Itemized proposal required

Client shall, before requesting the Center to proceed with desired changes, request an itemized proposal from the Center covering the work involved in the change. If the proposal is acceptable, the Center will prepare a change order setting forth the contract modifications and cost impact for acceptance by Client. The change order shall be signed by both parties to the original contract. (See Attachment C for change order form.)

- XI. Acceptance Procedure. The Center shall render the reports and deliverables described in Attachment A, under the terms and conditions thereof. The Client shall have a maximum of twenty (20) working days from the delivery of required deliverables and from the delivery of the final draft of the completed project prepared hereunder within which to respond in writing to such deliveries. If the Client believes the deliverables or the completed project does not conform to the requirements of the Agreement, it shall notify the Center in writing thereof, within the above-mentioned twenty (20) days, and shall indicate with particularity in what manner the deliverables or the project fail to conform. In the absence of such notice of non-conformance, acceptance of the work products will be presumed.
- XII. Contingencies. In the event that, due to any unforeseeable circumstances beyond the reasonable control of, and without the fault or negligence of the Center, including without limitation, acts of God, war, national emergency, terrorism and/or responses thereto, government regulations, strikes and civil disorder, the Center fails to perform under this Agreement, such failure shall not constitute a default in performance, and the Client shall grant the Center such extensions of time as may be necessary and possible to facilitate contract completion.
- XIII. Termination by the Client. The Client may terminate this Agreement at any time for failure of the Center to comply with any material terms or conditions of this Agreement except as provided in Section XII. Termination shall be effective thirty (30) days following receipt of written notice which shall specifically identify such failures, provided however, that the Center shall have those thirty (30) days within which to remedy such deficiencies. In any event, the Center shall have the right to receive just and equitable compensation for any satisfactory work completed prior to the date of any such termination and the Center shall deliver all completed work products to Client.
- XIV. Termination by the Center. The Center may terminate this Agreement at any time for failure of the Client to comply with any material terms or conditions of this Agreement. Termination shall be effective thirty (30) days following receipt of written notice which shall specifically identify such failures, provided however, that the Client shall have those thirty (30) days within which to remedy such deficiencies. Upon any such termination the Center shall deliver all completed work products to Client and the Center shall have the right to receive just and equitable compensation for any satisfactory work completed prior to the date of any such termination.

- XV. Covenant Against Contingent Fees. The Center certifies that it has not employed or retained any company or person other than bona fide employees working for the Center to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the Center any fee, commission, percentage, brokerage fees, gifts, or other consideration contingent upon or resulting from the award which serves as the basis for this Agreement. For breach or violation of this warranty, the Client shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- XVI. Governing Law. The laws of the State of Illinois shall govern the validity, construction, interpretation, and effect of this Agreement without giving effect to any conflicts principles that would require the application of the law of any other jurisdiction.
- XVII. *Entire Agreement.* This Agreement, including any Attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained in the Agreement. This Agreement supersedes all previous communications, representations, or agreements, either oral or written, that may have been made with respect to the subject matter hereof.
- XVIII. Waivers and Remedies. The failure of the parties to enforce, at any time, the provisions of this Agreement or to exercise any option which may be provided herein shall not be construed as a waiver of such provisions or to affect the validity of this Agreement or any part thereof or the right of the parties to enforce thereafter each and every provision and to exercise any such option. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies available under this Agreement shall be taken and construed as cumulative, that is, as being in addition to every other remedy provided by operation of law. Anything contained herein to the contrary notwithstanding, in no event shall the Center be liable hereunder for any special, incidental or consequential damages.
- XIX. *Notices.* The following designated parties, notwithstanding conflicting provisions found in the Proposal incorporated herein, shall represent the parties to this Agreement for notification and communication as may be required. All notices required by this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, delivered by recognized overnight delivery services, delivered by telephonic facsimile with simultaneous regular mail, or mailed by certified or registered mail, return receipt requested, postage prepaid on the date posted to the designated parties listed below:

(a) Representing the Client:

McLean County Court Services Attention: Cassy Taylor: Director 104 W. Front Street Room 700 Bloomington IL 61701

(b) Representing the Center:

Daniel J. Hall, Vice President Court Consulting Services 707 17th Street, Suite 2900 Denver, Colorado 80202-3429 303-293-3063

- XX. Maintenance, Access and Examination of Records. The Center will, as it relates to this Agreement, (a) furnish promptly relevant reports, certificates, financial statements and other information as may be reasonably requested by Client and (b) give Client reasonable opportunity to examine and verify the Center's books, records and accounts. The Center agrees to maintain records with respect to this Agreement until the expiration of three (3) years after final payment under this contract or until resolution of any unresolved audit questions and Client shall have reasonable access to and the right to examine any directly pertinent books, documents, papers, and records involving transactions related to this contract. The Center agrees to maintain books, records, documents, under generally accepted accounting principles, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for performance of this contract. It this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.
- XXI. Insurance. The Center represents and warrants that it is now maintaining with responsible insurance carriers, (i) insurance upon its own plant and equipment against fire and other hazards to the extent that like properties are usually insured by others; (ii) adequate insurance against liability on account of damage to persons or property; and (iii) adequate professional liability coverage (errors and omissions insurance); (iv) adequate comprehensive automobile liability insurance for owned, hired and non-owned vehicles used in the performance of its work; (v) adequate insurance under all applicable worker's compensation laws. The Center will furnish such certificates with respect to its insurance as the Client from time to time may reasonably require.
- XXII. Nondiscrimination and Equal Employment Opportunity. During the performance of this Agreement, the Center agrees that it will not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, sexual orientation, physical or mental disability, or national origin. Further, the Center hereby certifies that it is an equal opportunity employer and shall comply with all state and federal laws prohibiting discrimination.

- XXIII. *Licenses and Permits.* The Center shall maintain all licenses, permits, and certifications required by federal, state, or local authority for carrying out this Agreement.
- XXIV. *Compliance with Law.* The Center shall comply with all applicable federal, state and local laws and regulations which may be imposed or levied upon the subject matter of this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
- XXV. *Prohibition Against Assignment.* Notwithstanding any other provision of this Agreement, the Center warrants that it shall not transfer, pledge, or otherwise assign this contract, or any interest therein, or any claim arising hereunder, to any party or parties, bank, trust company, or other financing institution.
- XXVI. *Severability*. All of the clauses of this Agreement are distinct and severable, and if any clause shall be declared illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or portion of this Agreement.
- XXVII. *Survival.* Anything contained herein to the contrary notwithstanding, the rights, obligations, representations, covenants, terms and provisions contained herein shall remain in effect and shall survive the termination, expiration or cancellation of this Agreement whether by expiration of time, operation of law or otherwise.
- IN WITNESS WHEREOF, the persons signing below certify that they are duly authorized to sign for, and on behalf of, their respective Party and do hereby execute this Agreement.

NATIONAL CENTED FOR CHATE COURTS' MCLEAN COURTS COURT CERTICAL

NATIONAL CENTER FOR STATE COURTS	MCLEAN COUNTY COURT SERVICES		
Ву	Ву		
Title	Title		
Date	Date		

#### ATTACHMENT A

#### **SCOPE OF SERVICES**

#### Introduction

McLean County intends to enhance the capacity of ARI programming through a redesign of programming serving high risk/high need eligible offenders, including those served by problem-solving courts, starting at intake. This will also include an examination of the administrative sanction program.

#### **Task Performed**

Task 1: Kickoff Call

Upon execution of the contract, NCSC project team will hold a kickoff call to initiate the project, review timelines, review deliverables, and plan for the initial site visit. Background documentation will be identified during this call that would be beneficial for the project team to review before the site visit. Stakeholders will be identified for interviews during the site visit.

#### Task 2: Information and Data Collection (Site Visit #1)

NCSC project team will be on site for one to two days to conduct the following activities:

- a. Meet with Project Director and other identified stakeholders to review plan and make adjustments needed.
- b. Interview each program staff to gain an understanding of present process. Review points of data entry and performance measurement reports available from Connexis Cloud.
- c. Create process flowcharts based on present practice.
- d. Catalogue any barriers to a redesign.
- e. Debrief with Project Director and other identified stakeholders.

#### Task 3: Draft Report and Preliminary Recommendations

NCSC will draft a restructure plan based on information gained during the site visit and background data provided. The report will include past and redesigned flowcharts reflective of a more efficient system. Recommendations will be centered on increasing the capacity of the ARI programming. The report will be provided to the Project Director and other identified stakeholders for review and feedback.

#### Task 4: Final Report and Presentation (Site Visit.#2)

NCSC will finalize the report after feedback from Project Director and other identified stakeholders and present recommendations during a final site visit.

#### **Timeline**

Tasks	1	2	3	4	5
Task 1: Kickoff Call	X				
Task 2: Information and Data Collection (Site Visit #1)		X			
Task 3: Draft Report and Preliminary Recommendations			X	X	
Task 4: Final Report and Presentation (Site Visit #2)					X

### ATTACHMENT B (Attached to and forming part of Agreement)

#### COMPENSATION

The total fixed price for services and expenses pursuant to the Agreement shall be \$15,000 to be paid at the conclusion of all tasks. The Center shall not be entitled to any additional amount unless mutually agreed upon in writing by both parties.

#### ATTACHMENT C

#### CHANGE ORDER MODIFICATION OF CONTRACT

1. Effective Date	2. Requisition/Purchase Req. No. (if applicable)	3. Project No. (if applicable)
4. Issued by		
5. Name and Address of pu	•	6. Amendment of Contract dated
7. Description of Amendme	nt/Modification and Associated Co	osts
7a. Reason for modification	•	
7b. Total contract price incre	eased by \$	
7c. Total contract price decre	eased by \$	TO A COMMITTED THE STATE OF THE
7d. Total contract price unch	anged $\Box$ (check) $\cdot$	
8. Name and Title of Signer	for	9. Date Signed
10.	•	11. Date Signed
(Signature of the Control of the Con	of person authorized to sign) nter for State Courts)	

Members Schafer/ Wollrab moved the County Board approve a Request for Approval of Agreement with National Center for State Courts for Adult Redeploy Illinois Program. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

# McLean County

#### **COURT SERVICES**

#### JUSTICE COMMITTEE:

Member Schafer, presented the following:

Bloomington, IL 61702

Adult and Juvenile Probation: (309) 888-5372 104 W. Front Street, P.O. Box 2400 Law & Justice Center, 7th Floor

Juvenile Detention Center (309) 888-5550 903 N. Main Street, Normal IL, 61761

TO: Honorable Members of the Justice Committee

CC: Mr. Bill Wasson - County Administrator

Chief Judge Mark Fellheimer

From: Cassy Taylor

Date: October 31, 2018

Re: Budget Amendment-General Fund

Attached, please find a budget amendment requesting the ability to add \$32,325 in revenue from our Veterans Court Grant that began on October 1, 2018 and add the follow expenses:

\$ 11,666 to line item 0706.0001 Contractual Services, \$ 7,500 to line item 0750.0004 Software License Agreement, \$500 to 0622.0004 Drug Testing Chemicals, \$1,900 to line item 0621.0005, \$700 to line item 0620.0001 Office Supplies, \$7,425 to 0503.0001 Full-Time Employee and \$2,634 to Fringe Benefits as indicated.

This amendment will cover Veterans Court Grant revenue and costs for October 1- December 31, 2018.

I will be available at the Justice Committee meeting on Tuesday, November 6<sup>th</sup> to answer any questions you may have.

Thank you!

#### An EMERGENCY APPROPRIATION Ordinance

Amending the McLean County Fiscal Year 2018
Combined Annual Appropriation and Budget Ordinance
Fund 0103- Veterans Court
Court Services Department 0022

WHEREAS, the McLean County Board, on November 19, 2017, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2018 Fiscal Year beginning January 1, 2018 and ending December 31, 2018; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Court Services Department 0022; and,

WHEREAS, the Court Services Department wishes to add \$32,325 to revenue line item 0404.0028 SAMHSA Grant and add \$7,425 to line item 0503.0001 Full-Time Employee; \$794.50 to line item 0599.0001 IMRF; \$1,155 to line item 0599.0002 Medical/Life; \$684.50 to line item 0599.0003 Social Security; \$700 to line item 0620.0001 Supplies; \$1,900 to line item 0621.0005; \$500 to line item 0622.0004; \$11,666 to line item 0706.0001 Contract Services; and \$7,500 to 0750.0004 Software License, In the Fiscal Year 2018 Adopted Budget; and,

WHEREAS, the Justice Committee, on Tuesday, November 6, 2018, approved and recommended to the County Board an Emergency Appropriation to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2018 to amend the general fund by adding \$32,324 to revenue line item 0404.0028 and add \$7,425 to line item 0503.0001 Full-Time Employee; \$794.50 to line item 0599.0001 IMRF; \$1,155 to line item 0599.0002 Medical/Life; \$684.50 to line item 0599.0003 Social Security; \$700 to line item 0620.0001 Supplies; \$1,900 to line item 0621.0005; \$500 to line item 0622.0004; \$11,666 to line item 0706.0001 Contract Services; and \$7,500 to 0750.0004 Software License for the Fiscal Year 2018 Adopted Budget; now, therefore,

#### BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to add (subtract) to the appropriated budget of the Court Services Department, General Fund 0022, Veterans Court, 0103, the following appropriation:

Revenue	ADOPTED <u>BUDGET</u>	ADD (SUBTRACT)	AMENDED BUDGET
0001-0022-0103-0404.0028	\$0.00	\$32,325.00	\$32,325.00
Full Time Employee			
0001-0022-0103-0503.0001 IMRF	\$0.00	\$7,425.00	\$7,425.00
0001-0022-0103-0599.0001 Employee Medical	\$0.00	\$794.50	\$794.50
0001-0022-0103-0599.0002 Social Security	\$0.00	\$1,155.00	\$1,155.00
0001-0022-0103-0599.0003 Office Supplies	\$0.00	\$684.50	\$684.50
0001-0022-0103-0620.0001 Computers	\$0.00	\$700.00	\$700.00
0001-0022-0103-0621.0005	\$0.00 .	\$1,900.00	\$1,900.00

Drug Testing 0001-0022-0103-0622.0004	\$0.00	\$500.00	\$500.00
Contract Services 0001-0022-0103-0706.0001 Software License Agreement	\$0.00	\$11,666.00	\$11,666.00
0001-0022-0103-0750.0004	\$0.00	\$7,500.00	\$7,500.00

2. That the County Clerk shall provide a copy of this ordinance to the County Auditor, County Treasurer, Director of Court Services, and County Administrator.

ADOPTED by the County Board of McLean County this 20th day of November, 2018.

ATTEST:

APPROVED:

Kathy Michael, Clerk of the

County Board of McLean County, Illinois

Chairman

McLean County Board

Members Schafer/Metsker moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2018 Combined Annual Appropriation and Budget Ordinance for Fund 0103 - Veteran's Court in the Court Services Department 0022 (requires 2/3 County Board approval pursuant to 55ILCS 5/6-1003). Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

#### JUSTICE COMMITTEE:

Member Schafer, presented the following: INTERGOVERNMENTAL AGREEMENT

#### BETWEEN THE CITY OF BLOOMINGTON

#### AND THE COUNTY OF MCLEAN

## REGULATING THE USE BY THE COUNTY OF MCLEAN OF THE POLICE SHOOTING RANGE FACILITY OF THE CITY OF BLOOMINGTON

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington is a home rule municipality under Article 7, section 6, of the 1970 Illinois Constitution; and

WHEREAS, the County of McLean is a unit of local government exercising power under the Illinois Counties Code (55 ILCS 5/1-1001, et seq.); and

WHEREAS, the City of Bloomington and the County of McLean desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting Range owned by the City of Bloomington; and

WHEREAS, the McLean County Board and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

#### I. STATEMENT OF PURPOSE

The shooting range owned by the City of Bloomington is intended to supply training supplemental to the training required by the Police Training Act (50 ILCS 705/1 et seq.) and the Firearms Training for Peace Officers Act (50 ILCS 710/1, et seq.). The facility is owned by the City of Bloomington and is located in Martin Township in unincorporated McLean County.

#### II. **DEFINITIONS**

When used in the Agreement, the following terms shall have the meaning indicated:

"Agency/Agencies": The County of McLean Police Agency.

"Chief": The City of Bloomington Chief of Police or his designee.

"Facility": The City of Bloomington Police Shooting Range.

#### III. ADMINISTRATION

The facility shall be administered by the Chief.

#### IV. USE OF THE FACILITY

The City of Bloomington shall permit the agencies to use the facility under the following conditions.

#### A. Scheduling

The agency will submit requests to the Chief by May 1<sup>st</sup> for the following year. The Chief shall establish a master schedule each year for the use of the facility. The agency will be assigned 25 shooting dates for the year. A proposed schedule will be given to the agency for their review. The agency will be responsible for notifying the Chief of any problems with the scheduled dates. The Chief will issue a final schedule.

Should the agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by the agency, the Chief will schedule an alternate date if desired. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 25 shooting dates per year for the agency; however, the agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief.

The agency may schedule shooting dates in addition to those listed on the master schedule on an as needed basis by contacting the Chief. There shall be no limit on the number of times any agency may use the shooting range during a given year, but requests for use will be subject to range availability. The agency understands and agrees that rescheduling canceled dates from the master schedule shall take precedence over scheduling any additional shooting time.

#### **B.** Supervision

The agency shall comply with the conditions of the Special Use Permit for the range property issued by the McLean County Board, a copy of which has been previously supplied and is incorporated herein by reference.

The agency shall be required to provide a range officer who shall be present at all times the agency uses the facility. The use of the facility shall be conditioned on the agency providing the Chief a current list of approved range officers employed by the agency using the range. Failing to provide the list or to keep it current, shall be grounds to refuse to allow the agency to use the facility.

#### C. Equipment

The agency using the shooting range shall provide their own ammunition, targets, and related equipment.

The indoor range will be limited to use of lead free ammunition only. Any agency using lead ammunition will be responsible for the cost of lead abatement at the facility as well as for any additional losses suffered by the City of Bloomington in relation to the use of lead ammunition, including loss of use of the facility during such time as needed to abate the property.

#### D. Damage

The agency using the shooting range shall be responsible for damages that were due to negligence, or misuse of site equipment. Damages associated with regular wear and tear of the equipment are the responsibility of the City of Bloomington.

The range master for the agency shall inspect the shooting range site for any damage at the beginning of each day the range is used by the requesting agency and shall notify the Bloomington Police Department as soon as reasonably possible for such damage. If such notification is not made, the agency shall be billed for any damage discovered at the shooting range site after such agency used the range.

#### E. Annual Range Preparation

The Bloomington Police Department seeks assistance from the agency in preparing the shooting ranges for annual use. The agency agrees to assign a minimum of one range officer, (if requested) and preferably each Department's head range instructor, for forty (40) hours per year to perform range preparation duties.

#### V. RANGE FEES/BILLING

The Agency will pay the City of Bloomington an annual fee of eight thousand two hundred twenty-one dollars and ninety-eight cents (\$8,221.98) for use of the facility for 2019. This fee shall be paid on January 1<sup>st</sup> of 2019 and shall represent payment for use from January 1, 2019 until December 31, 2019. The fee shall be the same regardless of the number of times the agency uses the facility during the year.

#### VI. MAINTENANCE

The City of Bloomington will maintain the current physical facility and upkeep of the property as it is as of January 1<sup>st</sup>. If the agency cannot use the facility because it is not in operating condition (defined as the ability to qualify by state standards) on a scheduled shooting date, the agency may receive a reduction in the annual fee, but only under the following conditions: there shall be no reduction in the fee if the agency receives 25 shooting dates during the year. If the agency receives fewer than 25 shooting dates a reduction shall be made only for those dates missed because of operational conditions with the facility. To receive a fee reduction under those circumstances the agency must contact the Chief or his designee immediately to report that the facility is not in operating condition and remain at the

facility, if requested to do so, until the Chief or his designee can verify and document the problem. The agency entitled to reduction shall receive \$280.00 for each scheduled shooting date missed.

#### VII. LIABILITY

Each of the parties of this Agreement shall insure themselves or obtain insurance in an aggregate amount of \$1,000,000.00 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation, or maintenance of the Training Facility established by the agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against all liability arising for injury to person or property resulting from the acts of each party's own employees.

In the event an employee of any jurisdiction which is a party to this Agreement is injured in such a manner as to require the jurisdiction employing said officer to pay claims to said officer under the Worker's Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the officer and shall not be subject to contribution from the other two jurisdictions entering into this Agreement.

Each party to the Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation, or maintenance of the Training Facility established by this Agreement, excepting claims for misappropriation of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to the Agreement.

Nothing in the Agreement is intended to modify or waive the protections each party has under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

#### VIII. AMENDMENT OF AGREEMENT

This Agreement may be amended from time to time as deemed appropriate by the parties to the Agreement. Any party wishing to withdraw is required to give thirty (30) days' notice of such intention to the other parties to this Agreement before December 1st of any year effective January 1st of the following year.

#### IX. TERM

This Agreement shall remain in full force and effect for a period of one (1) year, beginning on January 1, 2019 and terminating on December 31, 2019. First payment is due January 1, 2019.

#### X. SEVERABILITY

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void this

	COUNTY OF MCLEAN
Date	
	Ву:
	Chairman, McLean County Board
	By:
	Sheriff, McLean County
	ATTEST:
	McLean County Clerk
Date	CITY OF BLOOMINGTON
	By:
	Mayor

Members Schafer/Martin moved the County Board approve a Request for Approval of an Intergovernmental Agreement between the City of Bloomington and the County of McLean Regulating the use by the County of McLean of the Police Shooting Range Facility of the City of Bloomington. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

#### Don Knapp

#### McLean County State's Attorney

McLean County Law and Justice Center 104 West Front Street Bloomington, Illinois 61701

Memo to:

George Gordon, Chair of the McLean County Board Justice Committee

Memo from: Don Knapp

RE:

Forensic Services Agreement

Dr. Gordon,

Attached please find an agreement between the State's Attorney's Office and the Illinois State Police which I am submitting for the Justice Committee's consideration. The agreement spells out policies and procedures regarding the submission, analysis and reporting of forensic services provided to my office by the Illinois State Police.

As the agreement has the potential to bind the County treasury as through it my office agrees to pay for the transport or shipping of all evidence that it sends" to the Division of Forensic Services of the Illinois State Police, I am submitting it for Board approval.

Ms. Woods has reviewed the agreement and sees no impediment to its execution.

Should you have any questions or comments regarding this matter, please do not hesitate to contact me.

Regards,

Don Knapp



### STATE OF ILLINOIS ILLINOIS STATE POLICE DIVISION OF FORENSIC SERVICES

#### FORENSIC SERVICES AGREEMENT



This Agreement is entered into, by and between: McLean County State's Attorney's Office (hereinafter referred to as Participating Agency) and the Illinois State Police, Division of Forensic Services (hereinafter referred to as DFS). The Agreement sets forth the conditions governing the Participating Agency's use of DFS forensic services.

#### **RECITALS**

WHEREAS, The DFS is required to establish and operate a forensic science laboratory system as well as establish and coordinate a system for providing accurate and expedited forensic science and laboratory services to local law enforcement agencies and local State's Attorneys [20 ILCS 2605/2605-40]; and

WHEREAS, The Participating Agency is a governmental entity with statutory authority to conduct criminal investigations or prosecutions; and

WHEREAS, the DFS and Participating Agency best support the administration of criminal justice when efficient and standard practices govern the submission, analysis and reporting of forensic services;

WHEREAS, this Forensic Services Agreement is authorized pursuant to the provisions of Article 7, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act [5 ILCS 220].

NOW, THEREFORE, DFS and Participating Agency agree as follows:

#### **ARTICLE I: DEFINITIONS**

Law Enforcement Officer - Law enforcement officer means any police officer, peace officer, or conservator of the peace of a government agency who is primarily responsible for prevention or detection of crime and the enforcement of the criminal code, traffic, or highway laws of this State or any political subdivision of this State or any member of a police force appointed and maintained as provided in the Railroad Police Act. [50 ILCS 705/2, 720 ILCS 5/2-13 and 610

#### ILCS 80/et seq.]

Sheriff - Sheriff means any official, or their deputies recognized under Illinois law, who are conservators of the peace, responsible to prevent crime and maintain the safety and order of the citizens of their respective county as well as arrest offenders. [55 ILCS 5/3-6021]

Coroner or Medical Examiner - Coroner or Medical Examiner means any official, or their deputies recognized under Illinois law, responsible for investigating all sudden or violent death, regardless of the suspected manner or cause or any death not attended by a licensed physician. [55 ILCS 5/3-3013]

State's Attorney - The State's Attorney means any official or their assistants recognized under Illinois law, empowered to commence and prosecute all criminal indictments and prosecutions in the circuit court for their respective county. [55 ILCS 5/3-9005] This may include any attorney appointed by the court to perform the duties of a State's Attorney. [55 ILCS 5/3-9008]

State's Attorney Appellate Prosecutor - The State's Attorney Appellate Prosecutor means the office and people that may represent the People of the State of Illinois on appeal in all cases and other duties prescribed under Illinois law. [725 ILCS 214/4]

Illinois Attorney General - The Illinois Attorney General means the legal officer of the State of Illinois, along with duly appointed assistants, with all the powers and duties prescribed under Illinois law pursuant to Article 5, Section 15 of the Illinois Constitution.

Office of the State Fire Marshal - The Office of the State Fire Marshal means any duly appointed official authorized to investigate criminal conduct in connection with a fire, arrest individuals, and furnish to the proper prosecuting attorney all evidence related to the investigation. [425 ILCS 25/7]

Law Enforcement Forensic Science Laboratory - A Law Enforcement Forensic Science Laboratory means any Illinois forensic science laboratory which is a National DNA Index System (NDIS) participating laboratory. [Federal Bureau of Investigation, National DNA Index System (NDIS) Operational Procedures Manual, Version 6]

Division of Forensic Services (DFS) - The Division of Forensic Services (DFS) means the Division of the Department of State Police that provides forensic science testing and crime scene services to Illinois law enforcement. [20 ILCS 2605/2604-40]

Participating Agency - The Participating Agency is any governmental entity or individuals employed by that entity or a Law Enforcement Forensic Science Laboratory, other than DFS, as

defined in Article I of this Agreement.

Personally Identifiable Information (PII) - Personally Identifiable Information is any data containing information which may result in the identification of an individual. Such data includes, but is not limited to: name, date of birth, address, state identification number, Illinois Department of Corrections number, Federal Bureau of Investigation (FBI) Universal Control Number, Social Security Number, unique biometric data (e.g., DNA, fingerprints), or any combination of data that may lead to the specific identity of an individual. PII does not include publicly available information that is lawfully made available to the general public from federal, state, or local governments. [815 ILCS 530/et seq.]

Physically Secure Location - Physically secure location means a facility, police vehicle, or an area, room, or group of rooms within a facility with both the physical and personnel security controls sufficient to protect Criminal Justice Information (CJI) and associated information systems. [Federal Bureau of Investigation, Criminal Justice Information Services (CJIS) Security Policy, Version 5.6]

#### ARTICLE II: SERVICES, COSTS, AND FINANCIAL AGREEMENTS

- A. The DFS shall provide all crime scene, polygraph, and forensic laboratory services to Participating Agency at no cost unless explicitly stated otherwise in this Agreement. The DFS acknowledges that time is of the essence in the delivery of forensic services.
- B. The DFS currently provides forensic laboratory services in the disciplines of forensic biology/DNA, drug chemistry, trace chemistry, toxicology, microscopy, latent fingerprints, firearms/toolmarks, and footwear/tiretrack analysis. Testing in these disciplines will be accredited according to the currently employed ISO/IEC 17025 standard and the current accrediting body's supplemental requirements. Crime scene services are accredited according to standards promulgated by the Commission on Accreditation for Law Enforcement Agencies. Polygraph examinations are conducted pursuant to the Illinois Detection of Deception Examiners Act. [225 ILCS 430/et seq.]
- C. The DFS will have sole authority for establishing the policies, procedures, and guidelines regarding the delivery of crime scene and polygraph services as well as the submission, analysis, and return of evidence analyzed by its forensic laboratories.
- D. The Participating Agency may request crime scene and polygraph services by contacting the Crime Scene Services Command Center at 1-800-892-4095.

- E. The DFS will provide Participating Agency with current guidelines on the packaging and handling of evidence for laboratory submissions. The DFS will update copies of these guidelines for Participating Agencies at a website designated by the DFS. The current guidelines are:
  - 1. Evidence Packaging Procedures (ISP 6-420)
  - 2. Submission of Forensic Biology/DNA Evidence (ESH App. 1)
  - 3. Collection/Submission of DNA Samples from Deceased Victims (ESH App. 2)
  - 4. Collection of Biological Standards (ESH App. 3)
  - 5. Submission of Physical Evidence By Mail (ESH App. 4)
  - 6. Hair and Fiber Evidence Procedure (ESH App. 6)
  - 7. The Collection and Preservation of Paint Evidence (ESH App. 8)
  - 8. The Collection and Preservation of Fire Debris Evidence (ESH App. 9)
  - 9. The Collection and Preservation of Explosive Debris Evidence (ESH App. 10)
  - 10. The Collection and Preservation of Glass Evidence (ESH App. 11)
  - 11. Firearm Evidence (ESH App. 12)
  - 12. Toolmark Evidence (ESH App. 13)
  - 13. Footwear and Tire Track Evidence (ESH App. 14)
  - 14. Firearms and Ammunition Reference Collection (ESH App. 15)
  - 15. Submission of Drug and Marijuana Evidence (ESH App. 16)
  - 16. Submission of Toxicology Evidence (ESH App. 17)
  - 17. Fabric Impression Evidence (ESH App. 20)
  - 18. AFIS Case Submission Guidelines for Agencies With Latent Print Examiners (ESH App. 21)
  - 19. Submission of Evidence for Latent Print Examination (ESH App. 22)
  - 20. Distribution of DEA-Provided Drug Samples for Canine Training (ESH App. 24)
  - 21. Case Acceptance Policy for the Submission of Impression Evidence Captured as Digital Images for Laboratory Analysis (ESH App. 25)
  - 22. Collection and Preservation of Gunshot Residue Evidence (ESH App. 26)
  - 23. Submission of Touch-DNA Evidence (ESH App. 27)
- F. After DFS implements the new Laboratory Information Management System (LIMS), all Participating Agencies must utilize the website designated by the DFS to initiate and track the submission, analysis and retrieval of evidence. Guidelines for Participating Agency to register for this website are contained in Article X through XII of this Agreement.
- G. The Participating Agency will abide by the DFS guidelines for packaging, submitting, and receiving evidence. This includes case information required by the DFS secure website

when submitting evidence for analysis. For cases having no suspect information at the time of submission to the DFS, the Participating Agency agrees to immediately notify the DFS should a suspect be developed during the Participating Agency's investigation. The Participating Agency also agrees to immediately notify the DFS if forensic analysis is no longer required for evidence submitted.

- H. Pursuant to 730 ILCS 5/5-4-3(n), the DFS shall only contract out forensic testing for an active investigation or a matter pending before a court of competent jurisdiction with the written consent of the prosecuting attorney.
  - 1. The DFS currently only contracts out forensic testing in the areas of forensic biology/DNA.
  - 2. The DFS will provide for the shipping and analysis of the outsourced service at no cost to the Participating Agency and/or prosecuting attorney.
  - 3. In the event court testimony is required by the vendor contracted to conduct the forensic biology/DNA testing, the DFS may assist in paying witness fees for any cases outsourced as part of DNA backlog reduction efforts. Any witness fees will be paid according to the rate outlined in the current vendor contract. DFS may pay for witness travel expenses. DFS payment of any fee is contingent upon available funding.
- The DFS will employ due diligence and reasonable procedures to preserve evidence during evaluation and analysis; however, certain analytical techniques may require consumption and/or alterations such that the evidence can no longer be utilized for its intended purpose.
- J. The Participating Agency agrees to provide timely and appropriate permission for the consumption of evidence when the DFS provides notice a limited sample is present.
  - 1. For cases where a suspect is identified, a prosecuting attorney is assigned, and there is a high probability an evidentiary sample will be consumed during analysis, the DFS will:
  - Analyze a DNA, Toxicology, or Trace Chemistry sample only after the prosecuting attorney is notified of the consumption issue and authorization to consume the sample is obtained from the prosecuting attorney.
  - ii. Analyze a sample from a forensic discipline other than those disciplines outlined in 1.i. only after the prosecuting attorney has been notified of the consumption issue and the prosecuting attorney did not request that the

analysis be delayed.

- 2. For any case, regardless of whether a suspect has been identified, and no prosecuting attorney has been assigned, and there is a high probability an evidentiary sample will be consumed during analysis, the DFS will:
- i. Analyze a DNA, Toxicology, or Trace Chemistry sample only after the Participating Agency is notified of the consumption issue and authorization is obtained from the Participating Agency.
- ii. Analyze a sample from a forensic discipline other than those disciplines outlined in 2.i. only after the Participating Agency has been notified of the consumption issue and the Participating Agency did not request that the analysis be delayed.
- K. The Participating Agency shall pay for the transport or shipping of all evidence that it sends to the DFS. The Participating Agency agrees to pick up that evidence at the DFS laboratory to which it was originally shipped. The Participating Agency agrees to respond to DFS requests to pick up evidence after analysis is completed in a timely manner.
- L. This Forensic Services Agreement creates no other financial agreements between the DFS and Participating Agency other than what is explicitly outlined herein.

#### ARTICLE III: MAINTENANCE OF RECORDS

- A. The DFS shall maintain and be the custodian of all records pertaining to the submission, analysis, storage, and reporting for evidence submitted to a DFS forensic laboratory and for crime scene services provided by DFS personnel. The records will consist of those consumed or generated by the DFS and may include reports, notes, communications, databases, digital photographs, diagrams, maps, digitized material, born-digital electronic material, and electronic material with a combination of digitized and born-digital material. The DFS shall maintain all records in compliance with relevant Record Retention Schedules and the State Records Act. [5 ILCS 160/et seq.]
- B. The DFS shall provide, upon request, copies of all reports, notes, communications, databases, digital photographs, diagrams, maps, digitized material, born-digital electronic material, and electronic material with a combination of digitized and born-digital material to the Participating Agency for all criminal cases where the DFS provided the Participating Agency laboratory or crime scene services. The DFS will only disseminate these records to another entity with the written permission of the Participating Agency or as otherwise

described in this Agreement.

- C. The Participating Agency agrees the DFS may provide the prosecuting attorney with proper jurisdiction over an investigation copies of all reports, notes, communications, databases, digital photographs, diagrams, maps, digitized material, born-digital electronic material, and electronic material with a combination of digitized and born-digital material for criminal cases where the DFS provided the Participating Agency laboratory or crime scene services.
- D. The DFS may provide copies of any reports, notes, communications, databases, digital photographs, diagrams, maps, digitized material, born-digital electronic material, and electronic material with a combination of digitized and born-digital material in response to valid court orders and subpoenas.
- E. The Participating Agency may identify additional entities it wishes to grant permission to receive copies of reports, notes, communications, databases, digital photographs, diagrams, maps, digitized material, born-digital electronic material, and electronic material with a combination of digitized and born-digital material for criminal cases where the DFS provided the Participating Agency laboratory or crime scene services by adding the name of the entities in Article XII of this Agreement.
- F. The Participating Agency agrees to share summary case information (e.g., case number, offense, offense date) where an association is made with one of its cases and another case worked by the DFS or referenced in an individual characteristic databases (i.e., CODIS, NIBIN, AFIS, etc.).
- G. The Participating Agency agrees to maintain accurate agency and user data in the secure websites designated by the DFS.

#### ARTICLE IV: DURATION, MODIFICATION, AND TERMINATION

- A. This Agreement shall be in effect upon the signature of the Director of the Illinois State Police, or a properly appointed designee. The Agreement will be in effect for one year from the final date of signature and shall renew automatically for one year periods. Each party shall review the Agreement prior to the annual renewal date.
- B. Modifications to this Agreement may be made, but only in writing and signed by both parties.

C. This Agreement will terminate when either party notifies the other of its intent to discontinue the Agreement. Notice shall be provided to the parties listed in Article XIII of this Agreement. The terminating party will provide the other party written notice at least 30 days prior to the desired termination date.

#### ARTICLE V: CONTROL AND SUPERVISION OF PERSONNEL

- A. The DFS will maintain exclusive control and supervision of its agents, employees, officials, contractors, and subcontractors.
- B. The Participating Agency will maintain exclusive control and supervision of its agents, employees, officials, contractors, and subcontractors.

#### ARTICLE VI: USE OF EQUIPMENT AND FACILITIES

- A. The DFS shall exercise sole operational control over all space, equipment, and activities in its forensic laboratories and crime scene offices.
- B. The DFS shall permit the Participating Agency access to designated evidence submission areas within its case-working laboratories from Monday to Friday from 8:30 a.m. to 5:00 p.m., with the exception of holidays designated by the Illinois Department of Central Management Services. The DFS shall make laboratory management staff available to the Participating Agency to coordinate after-hour requests for criminal cases requiring immediate attention. The DFS requests that the Participating Agency schedule appointments based on local laboratory protocols for the submission and retrieval of evidence at forensic laboratories.

#### ARTICLE VII: FREEDOM OF INFORMATION ACT

- A. In its afore-mentioned role as the custodian of all records generated, the DFS shall respond to requests for records made under the Freedom of Information Act (FOIA). [5 ILCS 140/et seq.] If records were created for the Participating Agency, the DFS may require an update on the status of an investigation to determine whether any statutory exemptions apply (e.g., whether a case is an active criminal investigation). The Participating Agency agrees to respond to case status inquiries in a timely manner so the DFS may satisfy FOIA deadlines.
- B. The Participating Agency is responsible for serving as the custodian of its records and

responding to requests made to it under the Freedom of Information Act [5 ILCS 140/et seq.]

#### ARTICLE VIII: INFORMATION SECURITY PROTOCOLS

- A. The DFS and Participating Agency shall comply with applicable Illinois court orders and subpoenas, Illinois and federal statutes, federal regulations, and Illinois administrative rules regarding confidential records or other information obtained by the parties to this Agreement. The records and information shall be protected by the parties to this Agreement from unauthorized disclosure. Any breach notification imposed by law shall be completed by party to this Agreement primarily responsible for said breach or improper dissemination of personally identifiable information or confidential records. Any costs resulting from a breach or improper dissemination shall be borne by the responsible party to this Agreement.
- B. The DFS will deploy and maintain its internal Laboratory Information Management System (LIMS), as well as the websites it makes available to the Participating Agency, utilizing information technology providers that are required by the DFS to adhere to the Federal Bureau of Investigation's current Criminal Justice Information Services (CJIS) Security Policy.
- C. The Participating Agency shall only utilize computer and telecommunications systems that are permanently maintained within its physically secure locations to access secure websites designated by the DFS.
- D. The DFS shall ensure its websites follow required CJIS Security Policy protocols relating to information security and encrypted communication.
- E. When the DFS makes multi-factor authentication available and Participating Agency elects to utilize it, they may access DFS websites from devices that are not permanently maintained within a physically secure location. Alternatively, if the Participating Agency has already implemented multi-factor authentication on its mobile devices in accordance with Sections 5.6 and 5.13 of the CJIS Security Policy, they may utilize these devices if permission is obtained from the Illinois CJIS Systems Officer with the Illinois State Police.

#### ARTICLE IX: LIABILITY AND WAIVER

A. The DFS and Participating Agency shall not be liable for actions chargeable to the other

including, but not limited to, the negligent acts and omissions of the agents, employees, contractors, or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not enlarge or diminish any obligation or duty owed by DFS or Participating Agency to the other or a third party.

- B. The DFS and Participating Agency shall only be liable for the errors, acts, and omissions of its own employees and officials. The parties to this Agreement shall not be liable, or responsible for, or indemnify each other for the errors, acts, or omissions of their respective employees or officials.
- C. A waiver of any condition of this Agreement must be requested in writing. No waiver of any condition of this Agreement may be effective unless in writing and signed by the authorized DFS and Participating Agency employees or officials.

#### ARTICLE X: PRE-LOG WEBSITE

A. The DFS, Laboratory Information Management System (LIMS) utilizes Pre-Log (https://limspl.isp.illinois.gov) as the internet link for a Participating Agency to log evidence for submission, track the progress of cases submitted to DFS, and retrieve reports and case notes associated with analysis. Articles XI through XII of this Agreement establishes how the DFS and Participating Agency will utilize Pre-Log and disseminate information.

#### ARTICLE XI: PRE-LOG RESPONSIBILITIES

- A. The Participating Agency must provide DFS with the information required in Article XI of this agreement before access will be granted to the Pre-Log website.
- B. The Participating Agency shall provide the below information for DFS to create them as an entity in the LIMS database. This agency information will be used as the official name and address for the Participating Agency and will appear on reports and other documents. DFS will not utilize the United States Postal Service to mail reports or other documents to Participating Agency. All documents shall be obtained by Participating Agency through the Pre-Log website.

Agency Name	: McLean County State's Attorney's Office
External IP Address:	Agency ORI#:
	County: McLean
Agency Type: Prosecuting Attorney Agency Address: 104 West Front Street, Room 605	Agency Email:
City: Bloomington	State: IL
Zip Code: 61701	

C. The Participating Agency must designate a Pre-Log administrator. The DFS will contact the Pre-Log administrator and provide them a username and password to Pre-Log. Once the Pre-Log administrator can access Pre-Log, they will be able to create additional administrators and users for the Participating Agency.

Pre-Log Administrator Nam	ne: Bradly Rigdon
Email:	Telephone#:
Address: 104 West Front Street, Room 605	City: Bloomington
State: IL	Zip Code: 61701

D. The Participating Agency is responsible for informing the DFS if any information provided in Article XI of this Agreement changes. Participating Agency is responsible for updating the status and privileges of all administrators and users it creates in the Pre-Log website. This includes removing individuals who are no longer employed by the Participating Agency. Participating Agency is responsible for any misuse of information obtained by its administrators and users.

#### ARTICLE XII: PRE-LOG INFORMATION DISSEMINATION

- A. The Participating Agency will only be granted access to information related to its cases in the Pre-Log website unless it is also a prosecuting attorney with proper jurisdiction over an investigation.
- B. The Participating Agency may elect to grant another entity that has executed the Forensic Services Agreement with DFS access to their case information in the Pre-Log website. The Participating Agency has elected not to grant access to its cases in the Pre-Log website to any other entities.
- C. The Participating Agency is responsible for informing the DFS if any information provided in Article XII of this Addendum changes.

#### **ARTICLE XIII: NOTICES**

### A. All required notices shall be delivered to the following:

# To the Participating Agency: Chief Administrator: Don Knapp McLean County State's Attorney's Office 104 West Front Street, Room 605 Bloomington, IL 61701 To the DFS: Deputy Director Division of Forensic Services 801 South 7th Street, Suite 900S Springfield, IL 62703

#### **SIGNATURES**

Chief Administrator, Participating Agency	Director, Illinois State Police
By:	Ву:
Don Knapp Date	Director, Leo P. Schmitz Date
Members Schafer/ Segobiano moved the Couragreement with the Illinois State Police for fore present voting in favor of the Motion. Motion can	nty Board approve a Request for Approval of an ensic services. Clerk Michael shows all Members arried.



#### Michelle L. Anderson **County Auditor**

**Government Center** 

115 E. Washington, Room M102AP.O. Box 2400Bloomington, Illinois 61702-2400 (309) 888-5148 FAX (309) 888-5209 michelle.anderson@mcleancountyil.gov/www.mcleancountyil.gov/auditor

#### MCLEAN COUNTY BOARD COMPOSITE

November 20, 2018

#### 2018 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$207,486.36	\$207,486.36
Finance		\$1,363,690.73	\$1,363,690.73
Justice		\$677,553.95	\$677,553.95
Land Use		\$1,643.66	\$1,643.66
Property		\$3,977,451.01	\$3,977,451.01
Transportation		\$568,523.98	\$568,523.98
Health/Nursing Home		\$387,450.40	\$387,450.40
Health/Jail Med & JDC Med		\$64,006.82	\$64,006.82
Health/Board of Health		\$303,063.57	\$303,063.57
Health/Dev. Disability Board		\$125,824.30	\$125,824.30
Total	\$0.00	\$7,676,694.78	\$7,676,694.78

John McIntyre, Chairman McLean County Board

Member Cavallini requested that the Board approve the approval of bills. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

The meeting was adjourned until December 18, 2018 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois.

Time: 10:00 a.m.

John D. McIntyr Chair McLean County Board Kathy Michael County Board Clerk

STATE OF ILLINOIS ) ss.
COUNTY OF McLEAN )

I, Kathy Michael, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 20th day of November 2018 and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 20th day of November, 2018.

Kathy Michael McLean County Clerk